



CITY OF BLACK DIAMOND

August 19, 2021 - Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password: 426953 (phone in only)

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) AB21-048 – Confirmation of Mayor’s Appointment of Knut Syversen to the Planning Commission Mayor Benson

CONSENT AGENDA:

2) Claim Checks – August 19, 2021 Check No 50294 through 50352 and EFTs in the amount of \$608,211.25

3) Payroll – July 2021, Check No. 20103 through 20109 and ACHs in the amount of \$422,435.45

4) Minutes – Council Meeting of August 5, 2021

5) AB21-049 – Resolution Authorizing Contract Amendment #7 with RH2 Engineering for WSFFA Mr. Boettcher

6) AB21-050 – Resolution Authorizing Contract with Architects Rasmussen Triebelhorn Mr. Boettcher

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. Please use the “raise your hand” feature and once recognized by the Chair you may unmute and state your name and city for the record. Please limit your comments to 3 minutes. For those dialing in please press *9 to raise your hand and *6 to unmute yourself.

PUBLIC HEARINGS:

7) AB21-051 – Proposed New BDMC Chapter 3.80, Transportation Impact Fee and Proposed Transportation Impact Fee Rate Study Mr. Boettcher

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 8) **AB21-052** – Resolution Regarding Copier Lease for Police Department Chief Kiblinger
- 9) **AB21-053** – Resolution Authorizing Contract with Axon Enterprise to Provide Body-Worn Cameras for all Sworn Police Officers and Providing Storage and Access to Evidence.com for Associated Digital Files Chief Kiblinger

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- Councilmember Wisnoski
- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember O’Donnell
- Councilmember Page
- Councilmember Deady
- Councilmember Oglesbee

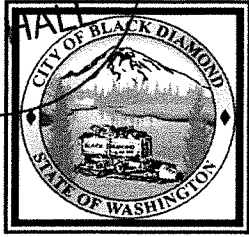
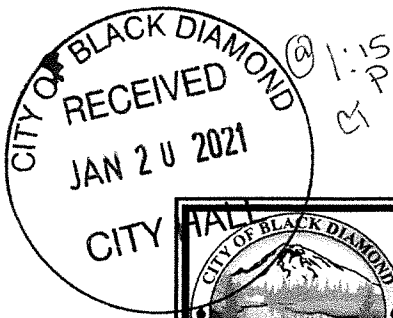
ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

**City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010**

ITEM INFORMATION			
SUBJECT: Confirming the Mayor’s appointment of Knut Syversen to Position #3 of the Black Diamond Planning Commission	Agenda Date: August 19, 2021		AB21-048
	Mayor Carol Benson	X	
	City Administrator		
	City Attorney David Linehan		
	City Clerk – Brenda L. Martinez		
	Com Dev/Nat Res –		
	Finance – May Miller		
	MDRT/Ec Dev – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher		
Fund Source: --	Court – Stephanie Metcalf		
Timeline:			
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator			
Attachments:			
SUMMARY STATEMENT: Crystal Perez has resigned her position from the Black Diamond Planning Commission. Earlier this year the City advertised and interviewed for this position and the Mayor is seeking Council confirmation of her appointment of one of those applicants Knut Syversen to the City of Black Diamond’s Planning Commission Position #3; term ending on December 31, 2024. FISCAL NOTE (Finance Department): N/A			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to confirm the Mayor’s appointment of Knut Syversen to Position #3 of the Black Diamond Planning Commission; term ending on December 31, 2024.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 19, 2021			



CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

Name:

Knut Syversen

Address:

32652 Hemlock Ave SE Black Diamond WA 98010

Home Phone:

[REDACTED]

Business Phone:

Email address:

[REDACTED]

How long at Residence:

6/11/2020 →

Best time to contact:

Any

Commission desired:

1.)

Planning Commission

2.)

Reason you are interested in serving:

Create & maintain this community to its best capability. Keep the values reasonable and affordable

Previous community activities:

President, Phoenix Youth Symphony, Soccer Coach Board member Sevens Soccer Club. HOA board member

Applicable education, occupational, and specialized experience:

Financial Planning and Analysis (Large Bank) Credit Risk. Income Planning

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

None (Retired)

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: Yes

Are there any days or evenings you are unavailable to meet?

None

Signature:

Knut Syversen

Date:

1/20/2021

Please return completed form and any additional information to:

City of Black Diamond - Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010

For more information please call (360) 851-4500



CERTIFICATION

Date: August 19, 2021 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
	July 2021 EFT Batch	7/1/2021 - 7/31/2021	\$ 22,387.63
50294 - 50298	Early 2nd August 2021 Batch	8/5/2021, 8/6/2021	\$ 43,802.84
50299 - 50337	4th July 2021 Batch	08/20/21	\$ 436,752.36
50338 - 50352	2nd August 2021 Batch	08/20/21	\$ 105,268.42
		TOTAL	\$ 608,211.25

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

May Miller

MAY MILLER, FINANCE DIRECTOR

Aug 10, 2021

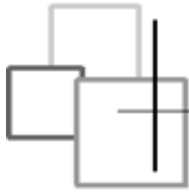
DATE

CAROL BENSON, MAYOR

DATE

COUNCILMEMBERS:

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Columbia Bank				
	EFT Payment 7/15/2021 1:24:28 PM - 1	8/4/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07152021 CB			
	2nd Qtr 2021 Bank Analysis Fee			
	001-000-120-512-50-49-11		Court- Bank Analysis Fees	\$72.81
	001-000-180-518-50-49-05		City- Bank Analysis Fees	\$403.26
	101-000-000-542-30-49-50		Credit Card/Bank Charges	\$100.82
	401-000-000-534-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$201.63
	407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$201.63
	410-000-000-531-10-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$100.81
	Total 07152021 CB			\$1,080.96
	Total EFT Payment 7/15/2021 1:24:28 PM - 1			\$1,080.96
Total Columbia Bank				\$1,080.96
Dept of Licensing-Firearms Online				
	EFT Payment 7/14/2021 9:31:12 AM - 1	7/14/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07142021 DOL			
	CPL Charges through 07/09/2021			
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT	\$126.00
			Concealed Pistol License	
	Total 07142021 DOL			\$126.00
	Total EFT Payment 7/14/2021 9:31:12 AM - 1			\$126.00
	EFT Payment 7/19/2021 1:26:05 PM - 1	7/19/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07192021 DOL			
	CPL Fees through 7/14/2021			
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT	\$36.00
			Concealed Pistol License	
	Total 07192021 DOL			\$36.00
	Total EFT Payment 7/19/2021 1:26:05 PM - 1			\$36.00
Total Dept of Licensing-Firearms Online				\$162.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
First Bankcard				
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Bain - 7703 07162021			
	July 2021 Statement			
	001-000-248-518-20-49-00		MDRT Misc Costs	\$13.69
			Fred Meyer - Ice Chest	
	Total Bain - 7703 07162021			\$13.69
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Benson - 5176 07162021			
	July 2021 Statement			
	001-000-110-511-60-49-00		Training and Workshops	\$100.00
			Chamber Event - Tammy Deady	
	001-000-130-513-10-49-00		Miscellaneous	\$100.00
			Chamber Event - Mayor	
	001-000-270-576-80-49-03		Training	\$100.00
			Chamber Event - Brock Deady	
	Total Benson - 5176 07162021			\$300.00
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Boettcher - 4444 07162021			
	July 2021 Statement			
	101-000-000-544-90-35-00		PW Clearing Acct-Small Tools	\$2,478.38
			HD Supply - Hand Trench Compactor	
	402-000-003-594-34-63-07		Permits, Water Rights, Easements	\$3,373.00
			King County Permits - Grading Permit	
	Total Boettcher - 4444 07162021			\$5,851.38
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Clifton - 9718 07162021			
	July 2021 Statement			
	001-000-180-518-50-42-00		Postage	\$7.95
			US PS - Overnight Mail Fire Truck Payment	
	401-000-000-534-80-49-04		Printing	\$12.55
			PerforatedPaper.com Paper for Utility Late Notices	
	407-000-000-535-80-49-03		Printing	\$23.89
			PerforatedPaper.com Paper for Utility Late Notices	
	410-000-000-531-10-49-03		Printing	\$23.89
			PerforatedPaper.com Paper for Utility Late Notices	
	Total Clifton - 9718 07162021			\$68.28

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Cote' - 3963 07162021			
	July 2021 Statement			
	001-000-214-521-20-42-03		Police Postage	\$14.85
	Mail Express - Evidence			
	001-000-214-521-20-42-03		Police Postage	\$7.70
	USPS - Evidence			
	001-000-214-521-20-42-03		Police Postage	\$6.85
	UPS Store - Evidence			
	001-000-214-521-20-42-03		Police Postage	\$15.38
	Mail Express - Evidence			
	Total Cote' - 3963 07162021			\$44.78
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Davis - 2619 07162021			
	July 2021 Statement			
	001-000-240-558-60-49-01		Training	\$35.00
	Event.com - Land Use Case Law			
	Total Davis - 2619 07162021			\$35.00
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Esping - 9037 07162021			
	July 2021 Statement			
	001-000-180-518-50-49-17		Recognition Awards	\$82.17
	Safeway - Dan Dal Santo Retirement			
	001-000-181-518-30-31-00		Office & Operating Supplies	\$27.16
	Fred Meyer - Phone Charger			
	001-000-181-518-30-48-00		Vehicle Mtc. & Repair	\$9.00
	Chevron - Car Wash			
	001-000-181-518-30-48-00		Vehicle Mtc. & Repair	\$15.00
	Chevron - Car Wash			
	001-000-195-525-60-31-02		COVID PPE & Safety Supplies	\$32.50
	Madison Liquidators - Brackets for Plexi Shields			
	001-000-195-525-60-31-02		COVID PPE & Safety Supplies	\$49.31
	Custon Signs - COVID Signage			
	001-000-195-525-60-31-02		COVID PPE & Safety Supplies	\$6.95
	Fred Meyer - Waste Can for Mask Disposal			
	001-000-195-525-60-31-02		COVID PPE & Safety Supplies	\$34.01
	Wal Mart - Hand Sanitizer			
	001-000-195-525-60-31-02		COVID PPE & Safety Supplies	\$32.60
	Fred Meyer - Table for Distancing			

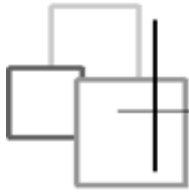
Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	\$95.30
	Home Depot - Fans and Misc Repair Parts			
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$38.46
	Wal Mart - Cleaning Supplies for Boat			
	001-000-248-518-20-49-02		MDRT Bldg Security Costs	\$27.16
	SimpliSafe - MDRT Alarm Monitoring			
	001-000-254-518-20-49-00		Facilities Security	\$27.16
	SimpliSafe - Alarm Monitoring			
	001-000-270-576-80-48-02		Parks Maintenance Repairs	\$60.47
	Harbor Freight - Parks - Buoy Hardware			
	001-000-280-536-20-31-02		Cemetery Operating Supplies	\$889.26
	Stoneway Const - Concrete Sealer			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$76.50
	Office Depot - PW Office Supplies			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$2.10
	Glacier - Water			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$11.98
	Black Bear - Propane			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$13.00
	Safeway - Water			
	Total Esping - 9037 07162021			\$1,530.09
	EFT Payment 7/22/2021 1:27:42			
	PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Henrich - 2417 07162021			
	July 2021 Statement			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$68.53
	Rock Creek Lube - Oil Change			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$65.27
	Rock Creek Lube - Oil Change			
	Total Henrich - 2417 07162021			\$133.80
	EFT Payment 7/22/2021 1:27:42			
	PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Kiblinger - 7383 07162021			
	July 2021 Statement			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$98.43
	Rock Creek Lube - Oil Change			
	Total Kiblinger - 7383 07162021			\$98.43

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Martinez - 2849 07162021			
	July 2021 Statement			
	510-000-300-594-21-64-00		Police Vehicles-replace	\$118.66
			Amazon - Floor Mats for New Veh	
	Total Martinez - 2849 07162021			\$118.66
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Martinez - 4360 07162021			
	July 2021 Statement			
	001-000-110-511-60-49-00		Training and Workshops	\$29.35
			Roberts Rules of Order - Great Council Meeting Training	
	001-000-180-518-50-32-01		Fuel-Central Services	\$40.00
			Safeway - Fuel	
	001-000-180-518-50-41-03		Misc hiring/Employment costs	\$200.00
			JobNet - Employment Postings	
	Total Martinez - 4360 07162021			\$269.35
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Metcalf - 4013 07162021			
	July 2021 Statement			
	001-000-120-512-50-42-03		Postage	\$165.00
			USPS - Stamps	
	Total Metcalf - 4013 07162021			\$165.00
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	O'Neill - 8528 07162021			
	July 2021 Statement			
	001-000-195-525-60-49-03		COVID Technology Costs	\$60.00
			DuoCom - IT Security Telecommuter - June 2021	
	001-000-214-521-20-48-04		NetMotion Maintenance Mobile Units	\$60.00
			DuoCom - IT Security PD - June 2021	
	Total O'Neill - 8528 07162021			\$120.00
	EFT Payment 7/22/2021 1:27:42 PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Pittam - 4402 07162021			
	Juy 2021 Statement			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$471.69
			Home Depot - Small Hand Tools	
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$250.42
			Home Depot - Small Hand Tools	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$1,111.57
		Home Depot - Compressor		
		101-000-000-544-90-49-00	PW Clearing-Shared Training- Clearing Acct	(\$10.00)
		Green Riv Coll - Diff /cancelled class and new class		
	Total Pittam - 4402 07162021			\$1,823.68
	EFT Payment 7/22/2021 1:27:42			
	PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Redd - 5176 07162021			
	July 2021 Statement			
		001-000-246-558-70-32-00	Fuel	\$50.87
		Chevron - Fuel & Carwash		
		001-000-246-558-70-35-00	Small Tools and Safety Equipment	\$16.31
		4 Corners Dry Cleaning - Safety Vest Emblems		
		001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$13.81
		Chevron - Car Wash		
		001-000-246-558-70-49-00	Miscellaneous	\$15.75
		Oshio - Working Lunch		
	Total Redd - 5176 07162021			\$96.74
	EFT Payment 7/22/2021 1:27:42			
	PM - 1	7/22/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	Reed - 3197 07162021			
	July 2021 Statement			
		001-000-145-518-80-41-16	Web Hosing Cost	\$143.88
		GoDaddy - Web Hosting		
		001-000-195-525-60-49-03	COVID Technology Costs	\$609.16
		LogMeIn - Subscription through June 2022		
		001-000-195-525-60-49-03	COVID Technology Costs	\$364.00
		Zoom - Subscription June 2021		
	Total Reed - 3197 07162021			\$1,117.04
	Total EFT Payment 7/22/2021 1:27:42 PM - 1			\$11,785.92
	Total First Bankcard			\$11,785.92
	Invoice Cloud			
	EFT Payment 7/07/2021 1:28:16			
	PM - 1	7/7/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07072021 IC			
	June 2021 Service			
		001-000-210-521-10-49-04	PD-Bank Analysis Fees/Merch CC Fees	\$25.00
		PD Online Portal		
		001-000-240-558-51-49-05	Bank Analysis Fees/Merch CC Fees	\$25.00
		CD Online Portal		
		401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$62.70
		Water Online Portal & Misc		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$62.70
		Sewer Online Portal & Misc		
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$10.90
		Storm Online Portal & Misc		
	Total 07072021 IC			\$186.30
	Total EFT Payment 7/07/2021 1:28:16 PM - 1			\$186.30
	Total Invoice Cloud			\$186.30
Merchant Card Services / Vantive Holding, LLC				
	EFT Payment 7/12/2021 1:28:47 PM - 1			
		7/12/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07122021 MCS			
	June 2021 Service			
		001-000-270-576-80-49-01	Bank Analysis Fees/Merch CC Fees	\$335.00
		Lake Sawyer Pay Station		
	Total 07122021 MCS			\$335.00
	Total EFT Payment 7/12/2021 1:28:47 PM - 1			\$335.00
	Total Merchant Card Services / Vantive Holding, LLC			\$335.00
U.S. Postal Service (Black Diamond) Utility Postage Only				
	EFT Payment 7/20/2021 1:29:22 PM - 1			
		7/30/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07302021 USPS BD			
	Bulk Mail June 2021 Utility Billing			
		401-000-000-534-80-42-01	Postage	\$218.79
		407-000-000-535-80-42-01	Postage	\$218.79
		410-000-000-531-10-42-01	Postage	\$38.06
	Total 07302021 USPS BD			\$475.64
	Total EFT Payment 7/20/2021 1:29:22 PM - 1			\$475.64
	Total U.S. Postal Service (Black Diamond) Utility Postage Only			\$475.64
US Bank Equipment Finance				
	EFT Payment 7/20/2021 1:30:01 PM - 1			
		7/20/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07202021 USB			
	Service 06/21/2021 - 07/21/2021			
		001-000-210-521-10-45-00	PD-Payments - US Bank/Copier	\$193.01
		Pool 2 - PD		
		001-000-248-518-20-45-03	MDRT-Copier Costs	\$193.01
		Pool 2 - MDRT		
		001-000-254-518-20-45-04	City Hall/Comm Deve Copier Lease	\$960.86
		Pool 1 - CH		

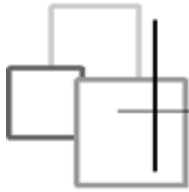
Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$0.70
	Sales & Use Tax			
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$117.18
	Sales & Use Tax			
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$8.00
	Supply Freight			
	Total 07202021 USB			\$1,472.76
	Total EFT Payment 7/20/2021 1:30:01 PM - 1			\$1,472.76
	Total US Bank Equipment Finance			\$1,472.76
Washington State Department of Revenue	EFT Payment 7/27/2021 1:30:49 PM - 1	7/27/2021	2021 - July - EFT Batch for 08.15.2021 Council	
	07272021 DOR			
	June 2021 Excise Tax			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$106.80
	B&O Tax: Water			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$4,892.95
	Utility Tax: Water			
	407-000-000-535-80-44-01		State of WA Excise Tax	(\$2,425.02)
	Utility Tax: Sewer(KC Credit)			
	407-000-000-535-80-44-01		State of WA Excise Tax	\$288.93
	B&O Tax: Sewer			
	407-000-000-535-80-44-01		State of WA Excise Tax	\$3,701.92
	Utility Tax: Sewer			
	410-000-000-531-10-44-01		State of Wa Excise Tax	\$323.47
	B&O Tax: Storm			
	Total 07272021 DOR			\$6,889.05
	Total EFT Payment 7/27/2021 1:30:49 PM - 1			\$6,889.05
	Total Washington State Department of Revenue			\$6,889.05
	Vendor Count 8		Grand Total	\$22,387.63



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Auburn Chevrolet				
	50294	8/5/2021	2021 - August - Early 2nd August Batch	
	ZPJN14			
		New PW Pickup		
		510-000-200-594-48-64-02	PW- Truck & Equip	\$41,279.84
		2021 Chevrolet Pickup		
	Total ZPJN14			\$41,279.84
	Total 50294			\$41,279.84
	Total Auburn Chevrolet			\$41,279.84
Black Diamond Labor Days Committee				
	50295	8/6/2021	2021 - August - Early 2nd August Batch	
	08062021 BDLDC			
		Reimbursement		
		001-000-270-576-80-31-10	Community Event Supplies	\$2,520.00
		Labor Day Event Insurance Premium		
	Total 08062021 BDLDC			\$2,520.00
	Total 50295			\$2,520.00
	Total Black Diamond Labor Days Committee			\$2,520.00
CCD Black Diamond Partners LLC				
	50296	8/11/2021	2021 - August - Early 2nd August Batch	
	08112021 BDP			
		PUB17-0080 1A Sch M		
		001-000-246-558-70-49-00	Miscellaneous	\$1.00
		PUB17-0080 1A Sch M		
	Total 08112021 BDP			\$1.00
	Total 50296			\$1.00
	50297	8/1/2021	2021 - August - Early 2nd August Batch	
	08112021 CCD.2			
		PUB19-0041 2A DIV 4		
		001-000-246-558-70-49-00	Miscellaneous	\$1.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			PUB19-0041 2A DIV 4	
	Total 08112021 CCD.2			\$1.00
	Total 50297			\$1.00
	50298	8/11/2021	2021 - August - Early 2nd August Batch	
	08112021 CCD.3			
	Pub19-0041-2A DIV 4			
	001-000-246-558-70-49-00		Miscellaneous	\$1.00
			PUB19-0041 2A DIV 4	
	Total 08112021 CCD.3			\$1.00
	Total 50298			\$1.00
Total CCD Black Diamond Partners LLC				\$3.00
	Vendor Count 3		Grand Total	\$43,802.84



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
2 Watch Monitoring, Inc.				
	50299	7/1/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	43062			
		July 2021 Service		
		001-000-211-523-60-49-01	Electronic Home Monitor Costs	\$387.50
	Total 43062			\$387.50
	Total 50299			\$387.50
Total 2 Watch Monitoring, Inc.				\$387.50
AHBL, Inc.				
	50300	6/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	126404			
		June 2021 Service		
		001-000-257-558-70-49-00	MDRT- Planning Consultant	\$20,180.00
	Total 126404			\$20,180.00
	Total 50300			\$20,180.00
Total AHBL, Inc.				\$20,180.00
Alliance 2020. Inc				
	50301	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	5832071			
		July 2021 Service		
		001-000-180-518-50-41-03	Misc hiring/Employment costs	\$40.00
	Total 5832071			\$40.00
	Total 50301			\$40.00
Total Alliance 2020. Inc				\$40.00
Architects Rasmussen Triebelhorn AIA/PS				
	50302	8/4/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	1791			
		July 2021 Service		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$895.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			City Hall Renovation Project	
	Total 1791			\$895.00
	Total 50302			\$895.00
	Total Architects Rasmussen Triebelhorn AIA/PS			\$895.00
Black Diamond Gun Club				
	50303	7/21/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	248			
		PD - Membership Dues		
		001-000-210-521-10-35-00	PD-Firearms Program	\$340.00
		2021 Dues		
	Total 248			\$340.00
	Total 50303			\$340.00
	Total Black Diamond Gun Club			\$340.00
Blueline				
	50304	8/4/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	21619			
		July 2021 Service		
		404-000-019-594-34-63-01	Morganville S Wtr-Engineering	\$1,542.40
	Total 21619			\$1,542.40
	Total 50304			\$1,542.40
	Total Blueline			\$1,542.40
Brim Tractor Company Inc.				
	50305	6/14/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	IP29720			
		PW - Veh Rep and Maint		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$2,147.03
	Total IP29720			\$2,147.03
	Total 50305			\$2,147.03
	Total Brim Tractor Company Inc.			\$2,147.03

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Bud Clary Chevrolet				
	50306	7/23/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	12661			
		PD - Veh Purchase		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$49,372.95
		2021 Chev Tahoe		
	Total 12661			\$49,372.95
	Total 50306			\$49,372.95
	Total Bud Clary Chevrolet			\$49,372.95

City of Black Diamond

	50307	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	07312021 COBD			
		July 2021 Service		
		001-000-212-521-50-47-01	Water	\$216.11
		2470.0 Police Water		
		001-000-212-521-50-47-02	Sewer	\$344.20
		2470.0 Police Sewer		
		001-000-212-521-50-47-03	Stormwater	\$97.50
		2470.0 Police Storm		
		001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	\$53.94
		2498.0 City Hall-MDRT (40%)		
		001-000-254-518-20-47-00	Facilities-Utilities	\$80.90
		2498.0 City Hall (60%)		
		001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$337.33
		1399.5 & 2070.1 Museum		
		001-000-270-575-51-47-01	Gym-Stormwater	\$39.00
		1399.1 Gym-Stormwater		
		001-000-270-575-51-47-02	Gym-Sewer	\$70.33
		1399.0 Gym-Sewer		
		001-000-270-575-51-47-03	Gym-Water	\$49.97
		1399.0 Gym-Water		
		001-000-270-576-80-47-01	Water	\$35.63
		1582.0 Eagle Creek-Water		
		001-000-270-576-80-47-01	Water	\$3.80
		1045.0 PW Shops-Water		
		001-000-270-576-80-47-02	Sewer	\$5.63
		1045.0 PW Shops-Sewer		
		001-000-270-576-80-47-03	Stormwater	\$14.04
		1045.0 PW Shops-Storm		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-270-576-80-47-03		Stormwater	\$117.00
	1399.2 Boat Launch-Storm			
	001-000-280-536-20-47-01		Water	\$0.95
	1045.0 PW Shops-Water			
	001-000-280-536-20-47-01		Water	\$36.79
	1457.0 Cemetery-Water			
	001-000-280-536-20-47-02		Sewer	\$1.41
	1045.0 PW Shops-Sewer			
	001-000-280-536-20-47-03		Stormwater	\$3.51
	1045.0 PW Shops-Storm			
	001-000-530-522-10-47-01		Water	\$37.37
	2200.0 Fire Dept-Water			
	001-000-530-522-10-47-02		Sewer	\$70.33
	2200.0 Fire Dept-Sewer			
	001-000-530-522-10-47-03		Stormwater	\$48.75
	1399.4 Fire Dept.-Storm			
	101-000-000-543-50-47-01		Water	\$226.29
	2983.0 Railroad Ave Irrig.			
	101-000-000-543-50-47-01		Water	\$7.13
	1045.0 PW Shops-Water			
	101-000-000-543-50-47-02		Sewer	\$10.55
	1045.0 PW Shops-Sewer			
	101-000-000-543-50-47-03		Stormwater	\$26.33
	1045.0 PW Shops-Storm			
	401-000-000-534-80-47-01		Water	\$11.88
	1045.0 PW Shops-Water			
	401-000-000-534-80-47-02		Sewer	\$17.58
	1045.0 PW Shops-Sewer			
	401-000-000-534-80-47-03		Stormwater	\$43.88
	1045.0 PW Shops-Storm			
	407-000-000-535-80-47-01		Water	\$11.87
	1045.0 PW Shops-Water			
	407-000-000-535-80-47-02		Sewer	\$17.58
	1045.0 PW Shops-Sewer			
	407-000-000-535-80-47-03		Stormwater	\$43.88
	1045.0 PW Shops-Storm			
	410-000-000-531-10-47-01		Water	\$11.88
	1045.0 PW Shops-Water			
	410-000-000-531-10-47-02		Sewer	\$17.58
	1045.0 PW Shops-Sewer			
	410-000-000-531-10-47-03		Stormwater	\$43.88
	1045.0 PW Shops-Storm			

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 07312021 COBD			\$2,154.80
	Total 50307			\$2,154.80
	Total City of Black Diamond			\$2,154.80
	Criminal Justice Training Commission			
	50308	7/20/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	201135543			
	PD - Training			
	001-000-210-521-10-49-01		PD-Training	\$95.00
		Henrich - Field Training Officer Academy		
	Total 201135543			\$95.00
	Total 50308			\$95.00
	Total Criminal Justice Training Commission			\$95.00
	Enumclaw Chrysler Jeep Dodge Ram			
	50309	7/29/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	6103002/1			
	PW - Veh Maint			
	101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	\$81.64
	Total 6103002/1			\$81.64
	Total 50309			\$81.64
	Total Enumclaw Chrysler Jeep Dodge Ram			\$81.64
	Enumclaw School District			
	50310	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	07312021 ESD			
	July 2021 Impact Fees			
	111-000-100-345-85-00-04		Enumclaw Sch Imp Fees: Reg Multi Fam	\$161,496.00
		18 each		
	Total 07312021 ESD			\$161,496.00
	Total 50310			\$161,496.00
	Total Enumclaw School District			\$161,496.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
FCS Group				
	50311	7/23/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	3181-22107006			
	July 2021 Service			
	001-000-257-558-70-41-01		MDRT Fiscal Analysis-	\$2,242.50
	Total 3181-22107006			\$2,242.50
	Total 50311			\$2,242.50
Total FCS Group				\$2,242.50
Ferguson Waterworks #3011				
	50312	7/22/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	0997292-2			
	PW - Supplies			
	401-000-000-534-80-31-04		Water Meters	\$21,666.40
	Total 0997292-2			\$21,666.40
	50312	7/26/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	1011209			
	PW - Supplies			
	401-000-000-534-80-41-09		Sensus Software Support & Maintenance	\$2,864.30
	8/4/2021 - 8/3/2022			
	Total 1011209			\$2,864.30
	Total 50312			\$24,530.70
Total Ferguson Waterworks #3011				\$24,530.70
Home Depot Credit Service				
	50313	7/28/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	3016683			
	PW - Supplies			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$44.50
	Filters for Shop Vac			
	Total 3016683			\$44.50
	Total 50313			\$44.50
Total Home Depot Credit Service				\$44.50

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
HWA GeoSciences Inc.				
	50314	7/24/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	31923			
		July 2021 Service		
		001-000-257-558-70-41-05	MDRT Geotech	\$600.00
	Total 31923			\$600.00
	Total 50314			\$600.00
Total HWA GeoSciences Inc.				\$600.00
Intercom Language Services, Inc.				
	50315	7/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	21-368			
		July 2021 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$130.00
	Total 21-368			\$130.00
	Total 50315			\$130.00
Total Intercom Language Services, Inc.				\$130.00
Johnsons Home & Garden				
	50316	6/7/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	456066			
		PD - Supplies		
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$21.73
		Light fixture		
	Total 456066			\$21.73
	50316	7/19/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	457296			
		PD - Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$63.00
		Boat cleaner and wax		
	Total 457296			\$63.00
	Total 50316			\$84.73
Total Johnsons Home & Garden				\$84.73

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King County Prosecuting Attorney				
	50317	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	08022021 KCPA			
	July 2021 Court Receipts			
	633-000-100-589-30-00-00		Court Fees for King County	\$121.48
	Court Remittance			
	Total 08022021 KCPA			\$121.48
	Total 50317			\$121.48
	Total King County Prosecuting Attorney			\$121.48
Law Office of Krista White Swain				
	50318	7/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	07302021 LOKWs			
	July 2021 Service			
	001-000-120-512-50-41-00		Court Judge	\$3,600.00
	Regular July Service			
	001-000-120-512-50-41-00		Court Judge	\$400.00
	Special Hearing 7/29/2021			
	Total 07302021 LOKWs			\$4,000.00
	Total 50318			\$4,000.00
	Total Law Office of Krista White Swain			\$4,000.00
Madrona Law Group LLC				
	50319	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	10882			
	July 2021 Service			
	320-000-038-544-40-41-00		Tr Impact Fee Prof Svs	\$3,094.00
	TIF Ordinance			
	402-000-000-594-34-63-11		WSFFA-Partner-Legal Costs	\$360.00
	Springs Transmission			
	Total 10882			\$3,454.00
	50319	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	10884 MAD			
	July 2021 Service			
	001-000-195-525-60-41-39		COVID Legal Service	\$960.00
	COVID			
	Total 10884 MAD			\$960.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
50319	10885	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$720.00
		CD - Permit Review		
	Total 10885			\$720.00
50319	10886	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$12,036.12
		General City Billing		
		101-000-000-543-30-41-05	Legal Costs	\$2,674.69
		General City Billing		
		401-000-000-534-80-41-04	Legal Svcs	\$4,012.04
		General City Billing		
		407-000-000-535-80-41-09	Legal Costs	\$4,012.04
		General City Billing		
		410-000-000-531-10-41-01	Legal Costs	\$4,012.05
		General City Billing		
	Total 10886			\$26,746.94
50319	10887	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$480.00
	Total 10887			\$480.00
50319	10888	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-150-515-41-41-02	Legal Services -Employment	\$184.00
	Total 10888			\$184.00
50319	10889	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-00	MDRT Legal Services	\$1,950.00
		MDRT / OakPoint		
	Total 10889			\$1,950.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	50319	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	10890			
		July 2021 Service		
		001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth	\$658.00
			Public Records Requets Advice	
	Total 10890			\$658.00
	50319	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	10891			
		July 2021 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$895.00
			CD - Permit Review	
	Total 10891			\$895.00
	Total 50319			\$36,047.94
Total Madrona Law Group LLC				\$36,047.94
McCarthy & Causseaux, P.S.				
	50320	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	23			
		July 2021 Service		
		001-000-242-558-60-41-00	Prof Serv-Hearing Examiner	\$1,050.00
			Com Dev Hearing Examiner	
	Total 23			\$1,050.00
	Total 50320			\$1,050.00
Total McCarthy & Causseaux, P.S.				\$1,050.00
McClure and Sons, Inc.				
	50321	8/3/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	08032021 MCS			
		Payment 7		
		402-000-003-594-34-63-06	Springs Water Project	\$72,022.72
	Total 08032021 MCS			\$72,022.72
	Total 50321			\$72,022.72
Total McClure and Sons, Inc.				\$72,022.72

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
McDonough & Sons, Inc.				
	50322	8/4/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	249952			
		July 2021 Service		
		410-000-000-531-10-41-08	Street Sweeping	\$1,231.81
	Total 249952			\$1,231.81
	Total 50322			\$1,231.81
Total McDonough & Sons, Inc.				\$1,231.81
Motion and Flow Control Products, Inc.				
	50323	7/26/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	8004535			
		PW - Supplies		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$361.21
		Misc hoses, fittings and couplings		
	Total 8004535			\$361.21
	Total 50323			\$361.21
Total Motion and Flow Control Products, Inc.				\$361.21
O'Brien, Barton, & Hopkins, PLLP				
	50324	7/12/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	67754			
		June 2021 Service		
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$1,000.00
		Additional Wed Cal - April, 2 ea May and June 2021		
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$3,500.00
		001-000-151-515-91-41-04	Pub Def-Def.Critical phone advise	\$50.00
	Total 67754			\$4,550.00
	50324	8/3/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	67926			
		July 2021 Service		
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$3,500.00
	Total 67926			\$3,500.00
	Total 50324			\$8,050.00
Total O'Brien, Barton, & Hopkins, PLLP				\$8,050.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
50325	1142387-0	5/19/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	PD - Supplies			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$40.21
	PD Office Supplies			
	Total 1142387-0			\$40.21
50325	1149849-0	7/28/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	CD - Suppleis			
	001-000-240-558-51-31-00		CD-Office Supplies only	\$7.05
	CD Office Supplies			
	Total 1149849-0			\$7.05
50325	1149999-0	7/28/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	CD/PW - Supplies			
	001-000-240-558-51-31-04		Clg-Office Supplies-CD/PW	\$137.69
	CD/PW - Office Supplies Split			
	Total 1149999-0			\$137.69
50325	1150074-0	7/29/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	PD - Supplies			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$30.43
	PD Supplies			
	Total 1150074-0			\$30.43
50325	1150243-0	7/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	Crt - Supplies			
	001-000-120-512-50-49-02		Printing and Binding	\$45.63
	Crt Office Supplies			
	Total 1150243-0			\$45.63
50325	1150263-0	7/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	Crt - Supplies			
	001-000-120-512-50-31-00		Operating Supplies	\$21.17
	Crt Office Supplies			
	Total 1150263-0			\$21.17
Total 50325				\$282.18

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Total Office Products Nationwide				\$282.18
Parametrix, Inc.				
50326	28232	7/19/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$1,361.25
	Total 28232			\$1,361.25
50326	28369	7/26/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,100.00
	Total 28369			\$1,100.00
50326	28370	7/26/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$357.50
	Total 28370			\$357.50
50326	28376	7/27/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$3,325.00
	Total 28376			\$3,325.00
Total 50326				\$6,143.75
Total Parametrix, Inc.				\$6,143.75
Perteet Inc.				
50327	20170202.0013-3	7/16/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-04	MDRT Environmental Consultant-Perteet	\$2,580.00
	Total 20170202.0013-3			\$2,580.00
Total 50327				\$2,580.00
Total Perteet Inc.				\$2,580.00

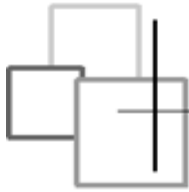
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
RH2 Engineering Inc.				
	50328	3/18/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	81588			
		February 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$2,204.04
	Total 81588			\$2,204.04
	Total 50328			\$2,204.04
	Total RH2 Engineering Inc.			\$2,204.04
Severson's Building Maintenance				
	50329	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	573378			
		July 2021 Service		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$180.00
		MDRT Janitorial Services		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$720.00
		City Hall/Com Dev Janitorial Services		
	Total 573378			\$900.00
	50329	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	573380			
		July 2021 Service		
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$200.00
		PW Shop Janitorial Services		
	Total 573380			\$200.00
	50329	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	576379			
		July 2021 Service		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$250.00
	Total 576379			\$250.00
	50329	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	576381			
		July 2021 Service		
		001-000-212-521-50-41-03	Police Custodial Cost	\$500.00
		Police/Court Janitorial Services		
	Total 576381			\$500.00
	Total 50329			\$1,850.00
	Total Severson's Building Maintenance			\$1,850.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
SHI International Corp.				
	50330	7/26/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	B13827945			
		IT - Covid and PW Supplies		
		001-000-195-525-60-49-03	COVID Technology Costs	\$495.95
			Surface Covers for Telecommuters	
		101-000-000-544-90-49-02	PW Clearing-Shared Other costs	\$495.95
			Surface Covers	
	Total B13827945			\$991.90
	Total 50330			\$991.90
Total SHI International Corp.				\$991.90
State Auditor's Office				
	50331	7/13/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	L143193			
		July 2021 Service		
		001-000-140-514-23-41-01	State Auditor Services	\$452.40
		101-000-000-543-30-41-02	State Auditor Services	\$108.58
		401-000-000-534-80-41-03	State Auditor Services	\$416.21
		407-000-000-535-80-41-07	State Auditor Services	\$416.21
		410-000-000-531-10-41-02	State Auditor Services	\$416.20
	Total L143193			\$1,809.60
	Total 50331			\$1,809.60
Total State Auditor's Office				\$1,809.60
Utilities Underground Location Center				
	50332	7/31/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	1070125			
		July 2021 Service		
		401-000-000-534-80-41-08	Locating Service	\$136.74
			106 locates	
	Total 1070125			\$136.74
	Total 50332			\$136.74
Total Utilities Underground Location Center				\$136.74

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Varius Inc.				
50333	1389	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$3,735.00
	Total 1389			\$3,735.00
50333	1390	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$7,719.00
	Total 1390			\$7,719.00
50333	1391	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$996.00
	Total 1391			\$996.00
50333	1392	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$498.00
	Total 1392			\$498.00
50333	1393	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$7,470.00
	Total 1393			\$7,470.00
50333	1394	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
		July 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$996.00
	Total 1394			\$996.00
	Total 50333			\$21,414.00
Total Varius Inc.				\$21,414.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Vision Forms, LLC.				
50334	6673 VF	7/28/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	Adm - Supplies			
	001-000-180-518-50-49-02		Printing Vouchers/Receipts	\$452.56
	PR Checks			
	Total 6673 VF			\$452.56
50334	6675	7/28/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	Adm - Supplies			
	001-000-180-518-50-49-02		Printing Vouchers/Receipts	\$241.24
	PR Advise Form			
	Total 6675			\$241.24
	Total 50334			\$693.80
Total Vision Forms, LLC.				\$693.80
Washington State Patrol				
50335	I22000072	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	July 2021 Service			
	001-000-180-518-50-41-03		Misc hiring/Employment costs	\$22.00
	Background Check - GG Hiring			
	Total I22000072			\$22.00
50335	I22000301	8/2/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	July 2021 Service			
	633-000-500-589-30-00-00		CPL Fees for WSP/FBI - Fingerprint	\$66.25
	Fingerprints - CPL			
	Total I22000301			\$66.25
	Total 50335			\$88.25
Total Washington State Patrol				\$88.25
Washington State Treasurer				
50336	08022021 WST	8/3/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	July 2021 Court Receipts			
	633-000-200-589-30-00-00		Court Fees for WA State Treasurer	\$9,126.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Court Remittance		
	Total 08022021 WST			\$9,126.30
	Total 50336			\$9,126.30
	Total Washington State Treasurer			\$9,126.30
Washington Workwear Stores, Inc.				
	50337	7/30/2021	2021 - July - 4th July Batch for 8/19/2021 Council	
	5348			
	PW - Uniforms			
	101-000-000-544-90-49-02		PW Clearing-Shared Other costs	\$181.89
		Uniforms		
	Total 5348			\$181.89
	Total 50337			\$181.89
Total Washington Workwear Stores, Inc.				\$181.89
	Vendor Count	39	Grand Total	\$436,752.36



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Alpine Products Inc.				
50338	TM-203823	8/3/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	PW - Supplies			
	101-000-000-542-64-31-01		Street Signs	\$193.23
	Street Signs			
	Total TM-203823			\$193.23
Total 50338				\$193.23
Total Alpine Products Inc.				\$193.23
Amazon Capital Services, Inc.				
50339	14LF-M6RH-7M44	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	PW - Supplies			
	001-000-270-576-80-31-03		Parks Operating Supplies	\$42.90
	Batteries			
	Total 14LF-M6RH-7M44			\$42.90
50339	1CKJ-P9HR-76VX	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	CH - Supplies			
	001-000-254-518-20-31-00		Facilities Operating Supplies	\$285.87
	Total 1CKJ-P9HR-76VX			\$285.87
50339	1DWM-NH7V-74H9	8/6/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	PW - Supplies			
	407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int	\$811.98
	Monitoring System			
	Total 1DWM-NH7V-74H9			\$811.98
Total 50339				\$1,140.75
Total Amazon Capital Services, Inc.				\$1,140.75

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Blueline				
	50340	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	21689			
		July 2021 Service		
		001-000-240-558-60-41-01	Prof Serv- Long Range Planning	\$4,535.50
	Total 21689			\$4,535.50
	50340	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	21691			
		July 2021 Service		
		310-000-004-594-76-63-04	Parks Plan	\$6,471.90
	Total 21691			\$6,471.90
	Total 50340			\$11,007.40
Total Blueline				\$11,007.40
E-Plan, Inc.				
	50341	8/1/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	1578 EP			
		Com Dev - Plan Review Software		
		001-000-240-558-51-41-13	E-Plan Permitting Software	\$7,900.00
	Total 1578 EP			\$7,900.00
	Total 50341			\$7,900.00
Total E-Plan, Inc.				\$7,900.00
Home Depot Credit Service				
	50342	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	1011771			
		PW - Veh Supplies		
		510-000-200-594-48-64-02	PW- Truck & Equip	\$92.37
		Job Box		
	Total 1011771			\$92.37
	50342	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	1522670			
		CD/PW - Bld Maint Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$57.55
		Pest Prevention		
	Total 1522670			\$57.55

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
50342	1522671	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Veh Supplies		
		510-000-200-594-48-64-02	PW- Truck & Equip	\$66.25
		Fire Ext and Flash Light		
	Total 1522671			\$66.25
50342	4090747	8/6/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$57.09
		Wire Stripper		
	Total 4090747			\$57.09
50342	5011234	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$119.67
		Network jack, cable tester, drill bit		
	Total 5011234			\$119.67
50342	5610032	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$43.08
		Cat5E Riser		
	Total 5610032			\$43.08
50342	6615299	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		Fac - Supplies		
		001-000-181-518-30-31-00	Office & Operating Supplies	\$43.45
		Twisted Pair Kit		
	Total 6615299			\$43.45
	Total 50342			\$479.46
Total Home Depot Credit Service				\$479.46

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Johnsons Home & Garden				
	50343	8/3/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	457728			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$235.93
			Disposal bags,hearing protectors, rodent control	
	Total 457728			\$235.93
	50343	8/6/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	457811			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$91.69
	Total 457811			\$91.69
	50343	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	457850			
		PW - Veh Supplies		
		510-000-200-594-48-64-02	PW- Truck & Equip	\$56.49
			First Aid Kit	
	Total 457850			\$56.49
	Total 50343			\$384.11
	Total Johnsons Home & Garden			\$384.11
King County Finance - Mental Health				
	50344	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	2135773			
		2nd Qtr 2021		
		001-000-182-564-00-49-01	KC Mental Health	\$378.50
	Total 2135773			\$378.50
	Total 50344			\$378.50
	Total King County Finance - Mental Health			\$378.50
King County Finance - Wastewater Treat Div.				
	50345	8/1/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	30032321			
		August 2021 Service		
		407-000-000-535-80-41-04	Metro Sewer Charges	\$75,744.63
	Total 30032321			\$75,744.63
	Total 50345			\$75,744.63
	Total King County Finance - Wastewater Treat Div.			\$75,744.63

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
50346	1150720-0	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		CH - Office Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$121.54
		CH Office Supplies		
	Total 1150720-0			\$121.54
50346	1150822-0	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		CH - Office Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$27.66
		CH Office Supplies		
	Total 1150822-0			\$27.66
50346	1151174-0	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		CH - Bldg Supplies		
		001-000-254-518-20-31-00	Facilities Operating Supplies	\$94.55
		Bldg Maint Supplies		
	Total 1151174-0			\$94.55
50346	1151178-0	8/9/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		Ch - Office Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$157.17
		CH Office Supplies		
	Total 1151178-0			\$157.17
	Total 50346			\$400.92
Total Office Products Nationwide				\$400.92

Orkin Commercial Services

50347	214412334	8/6/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		August 2021 Service		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$31.94
		MDRT Service		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$97.41

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Facilities Service		
	Total 214412334			\$129.35
	Total 50347			\$129.35
Total Orkin Commercial Services				\$129.35
Pollardwater.com-West				
50348	0196841	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		401-000-000-534-80-31-01	Water Operating Supplies	\$757.94
			Gloves, Soil Probe, Cover Key...	
	Total 0196841			\$757.94
50348	0196842	8/5/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		407-000-000-535-80-48-01	Sewer Repair & Maint Shops	\$52.61
			Leaf Skimmer	
	Total 0196842			\$52.61
50348	0196843	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
		PW - Supplies		
		401-000-000-534-80-31-01	Water Operating Supplies	\$153.04
			Couplings	
	Total 0196843			\$153.04
	Total 50348			\$963.59
Total Pollardwater.com-West				\$963.59

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
TRM Wood Products Co. Inc.				
	50349	8/6/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	403692			
		PW - Supplies		
		101-000-000-542-30-48-00	Street Repair and Maintenance	\$878.90
		4x4 Posts		
	Total 403692			\$878.90
	Total 50349			\$878.90
	Total TRM Wood Products Co. Inc.			\$878.90
UBM				
	50350	8/4/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	INV455336			
		July 2021 Service		
		001-000-120-512-50-45-01	Court Copier Lease	\$159.97
	Total INV455336			\$159.97
	Total 50350			\$159.97
	Total UBM			\$159.97
VenTek International				
	50351	8/1/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	128062			
		August 2021 Service		
		001-000-270-576-80-41-02	Venue Pay Station	\$90.00
	Total 128062			\$90.00
	Total 50351			\$90.00
	Total VenTek International			\$90.00
Williams Scotsman, Inc.				
	50352	8/1/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	9011205180			
		August 2021 Rent		
		001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,457.75
		CD Modular Rental		
	Total 9011205180			\$3,457.75

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
50352	9011205181	8/1/2021	2021 - August - 2nd August Batch for 08/19/2021 Council	
	August 2021 Rent			
	001-000-248-518-20-45-01		MDRT-Bldg Rental-Modspace	\$1,959.86
	MDRT Modular Rental			
	Total 9011205181			\$1,959.86
	Total 50352			\$5,417.61
Total Williams Scotsman, Inc.				\$5,417.61
	Vendor Count	15	Grand Total	\$105,268.42



Register

Fiscal: 2021

Deposit Period: 2021 - August, 2021 - July

Check Period: 2021 - August - Early 2nd August Batch, 2021 - August - 2nd August Batch for 08/19/2021 Council, 2021 - July - EFT Batch for 08.15.2021 Council, 2021 - July - 4th July Batch for 8/19/2021 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>50294</u>	Auburn Chevrolet	8/5/2021		\$41,279.84
<u>50295</u>	Black Diamond Labor Days Committee	8/6/2021		\$2,520.00
<u>50296</u>	CCD Black Diamond Partners LLC	8/12/2021		\$1.00
<u>50297</u>	CCD Black Diamond Partners LLC	8/12/2021		\$1.00
<u>50298</u>	CCD Black Diamond Partners LLC	8/12/2021		\$1.00
<u>50299</u>	2 Watch Monitoring, Inc.	8/20/2021		\$387.50
<u>50300</u>	AHBL, Inc.	8/20/2021		\$20,180.00
<u>50301</u>	Alliance 2020. Inc	8/20/2021		\$40.00
<u>50302</u>	Architects Rasmussen Triebelhorn AIA/PS	8/20/2021		\$895.00
<u>50303</u>	Black Diamond Gun Club	8/20/2021		\$340.00
<u>50304</u>	Blueline	8/20/2021		\$1,542.40
<u>50305</u>	Brim Tractor Company Inc.	8/20/2021		\$2,147.03
<u>50306</u>	Bud Clary Chevrolet	8/20/2021		\$49,372.95
<u>50307</u>	City of Black Diamond	8/20/2021		\$2,154.80
<u>50308</u>	Criminal Justice Training Commission	8/20/2021		\$95.00
<u>50309</u>	Enumclaw Chrysler Jeep Dodge Ram	8/20/2021		\$81.64
<u>50310</u>	Enumclaw School District	8/20/2021		\$161,496.00
<u>50311</u>	FCS Group	8/20/2021		\$2,242.50
<u>50312</u>	Ferguson Waterworks #3011	8/20/2021		\$24,530.70
<u>50313</u>	Home Depot Credit Service	8/20/2021		\$44.50
<u>50314</u>	HWA GeoSciences Inc.	8/20/2021		\$600.00
<u>50315</u>	Intercom Language Services, Inc.	8/20/2021		\$130.00
<u>50316</u>	Johnsons Home & Garden	8/20/2021		\$84.73
<u>50317</u>	King County Prosecuting Attorney	8/20/2021		\$121.48
<u>50318</u>	Law Office of Krista White Swain	8/20/2021		\$4,000.00
<u>50319</u>	Madrona Law Group LLC	8/20/2021		\$36,047.94
<u>50320</u>	McCarthy & Causseaux, P.S.	8/20/2021		\$1,050.00
<u>50321</u>	McClure and Sons, Inc.	8/20/2021		\$72,022.72
<u>50322</u>	McDonough & Sons, Inc.	8/20/2021		\$1,231.81
<u>50323</u>	Motion and Flow Control Products, Inc.	8/20/2021		\$361.21
<u>50324</u>	O'Brien, Barton, & Hopkins, PLLP	8/20/2021		\$8,050.00
<u>50325</u>	Office Products Nationwide	8/20/2021		\$282.18
<u>50326</u>	Parametrix, Inc.	8/20/2021		\$6,143.75
<u>50327</u>	Perteet Inc.	8/20/2021		\$2,580.00
<u>50328</u>	RH2 Engineering Inc.	8/20/2021		\$2,204.04

Number	Name	Print Date	Clearing Date	Amount
<u>50329</u>	Severson's Building Maintenance	8/20/2021		\$1,850.00
<u>50330</u>	SHI International Corp.	8/20/2021		\$991.90
<u>50331</u>	State Auditor's Office	8/20/2021		\$1,809.60
<u>50332</u>	Utilities Underground Location Center	8/20/2021		\$136.74
<u>50333</u>	Varius Inc.	8/20/2021		\$21,414.00
<u>50334</u>	Vision Forms, LLC.	8/20/2021		\$693.80
<u>50335</u>	Washington State Patrol	8/20/2021		\$88.25
<u>50336</u>	Washington State Treasurer	8/20/2021		\$9,126.30
<u>50337</u>	Washington Workwear Stores, Inc.	8/20/2021		\$181.89
<u>50338</u>	Alpine Products Inc.	8/20/2021		\$193.23
<u>50339</u>	Amazon Capital Services, Inc.	8/20/2021		\$1,140.75
<u>50340</u>	Blueline	8/20/2021		\$11,007.40
<u>50341</u>	E-Plan, Inc.	8/20/2021		\$7,900.00
<u>50342</u>	Home Depot Credit Service	8/20/2021		\$479.46
<u>50343</u>	Johnsons Home & Garden	8/20/2021		\$384.11
<u>50344</u>	King County Finance - Mental Health	8/20/2021		\$378.50
<u>50345</u>	King County Finance - Wastewater Treat Div.	8/20/2021		\$75,744.63
<u>50346</u>	Office Products Nationwide	8/20/2021		\$400.92
<u>50347</u>	Orkin Commercial Services	8/20/2021		\$129.35
<u>50348</u>	Pollardwater.com-West	8/20/2021		\$963.59
<u>50349</u>	TRM Wood Products Co. Inc.	8/20/2021		\$878.90
<u>50350</u>	UBM	8/20/2021		\$159.97
<u>50351</u>	VenTek International	8/20/2021		\$90.00
<u>50352</u>	Williams Scotsman, Inc.	8/20/2021		\$5,417.61
<u>EFT Payment 7/07/2021 1:28:16 PM - 1</u>	Invoice Cloud	7/7/2021		\$186.30
<u>EFT Payment 7/12/2021 1:28:47 PM - 1</u>	Merchant Card Services / Vantive Holding, LLC	7/12/2021		\$335.00
<u>EFT Payment 7/14/2021 9:31:12 AM - 1</u>	Dept of Licensing-Firearms Online	7/14/2021		\$126.00
<u>EFT Payment 7/15/2021 1:24:28 PM - 1</u>	Columbia Bank	7/15/2021		\$1,080.96
<u>EFT Payment 7/19/2021 1:26:05 PM - 1</u>	Dept of Licensing-Firearms Online	7/19/2021		\$36.00
<u>EFT Payment 7/20/2021 1:29:22 PM - 1</u>	U.S. Postal Service (Black Diamond) Utility Postage Only	7/20/2021		\$475.64
<u>EFT Payment 7/20/2021 1:30:01 PM - 1</u>	US Bank Equipment Finance	7/20/2021		\$1,472.76
<u>EFT Payment 7/22/2021 1:27:42 PM - 1</u>	First Bankcard	7/22/2021		\$11,785.92
<u>EFT Payment 7/27/2021 1:30:49 PM - 1</u>	Washington State Department of Revenue	7/27/2021		\$6,889.05
Total Check				\$608,211.25
				\$608,211.25
Grand Total				\$608,211.25

City of Black Diamond

Payroll Register July 2021

Number	Name	Print Date	Amount
20103	BD Police Officers Association	44407.4459	\$ 960.00
20104	City of Black Diamond Flex	44407.4459	\$ 336.67
20105	Joseph Kaufman	44407.4459	\$ 147.40
20106	Minnesota Child Support Payment Ctr	44407.4459	\$ 455.00
20107	Teamsters Local 117	44407.4459	\$ 1,886.06
20108	Trusted Plans Service CP LTD	44407.4459	\$ 158.26
20109	Western States Police Medical	44407.4459	\$ 600.00
July 2021 Aflac	Aflac	44407.4459	\$ 166.53
July 2021 Draw	Payroll Vendor	44392	\$ 64,413.67
July 2021 DRS: DCP	DOR - Deferred Comp	44407.4459	\$ 10,135.40
July 2021 DRS: Ret	Dept of Retirement Systems	44407.4459	\$ 45,269.11
July 2021 ESD	Employment Security Dept	44407.4459	\$ 624.40
July 2021 Fed Taxes	City of Black Diamond Taxes	44407.4459	\$ 81,227.41
July 2021 L&I	Dept of Labor and Industries	44407.4459	\$ 4,149.58
July 2021 Medical Ins	AWC Employee Benefit Trust	44407.4459	\$ 61,354.98
July 2021 Month End	Payroll Vendor	44407	\$ 148,659.70
July 2021 PFML	PFML Emp. Security Dept	44407.4459	\$ 796.75
July 2021 Retro	Payroll Vendor	44411	\$ 1,094.53
Total			\$ 422,435.45

I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.

Finance
Director May Miller

Date August 4, 2021

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of August 5, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Wisnoski, Mulvihill, de Leon, O'Donnell, and Page.

ABSENT: Councilmember Deady (excused)

Staff present: Mayene Miller, Finance Director; Mona Davis, Community Development Director; Seth Boettcher, Public Works Director; Scott Hanis, Capital Project/Program Manager; Andrew Williamson, MDRT/Ec Dev Director; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to approve the agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Wisnoski **moved** to adopt the Consent Agenda; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – August 5, 2021, Check No 50217 through 50293 (voids, 50163-50242) in the amount of \$271,702.61
- 2) **Payroll** – June 30, 2021, Check No. 20091 through 20102 and ACHs in the amount of \$437,968.16
- 3) **Minutes** –Work Session of July 8, 2021, Special Council Meeting of July 12, 2021, Special Meeting of July 15, 2021, and Council Meeting of July 15, 2021
- 4) **AB 21-039A** - Resolution Awarding Low Bid and Contract to Pacific Civil & Infrastructure for the Springs Transmission Main Replacement Project

PUBLIC COMMENTS:

Jeff Potter, Integrity Land – Maple Valley addressed City Council.

Kristin Bryant – Bellevue spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 5) **AB21-046** – Resolution Authorizing Contract with Grindline Skateparks for Design and Engineering

Capital Project/Program Manager reported on this item.

There was discussion between Council and Mr. Hanis.

Councilmember Mulvihill **moved** to adopt Resolution No. 21-1434 authorizing the Mayor to execute a Professional Services Agreement with Grindline Skateparks for the design engineering of the Skatepark project; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0)

- 6) **AB21-047** – Ordinance Amending BDMC Section 18.100.655 Relating to Senior Housing
Community Development Director Davis briefed Council on this agenda item.

There was a robust discussion between Councilmembers on this item.

Councilmember Mulvihill **moved** to adopt Ordinance No. 21-1163, amending section 18.100.655 of the Black Diamond Municipal Code relating to senior housing; **second** Councilmember de Leon.

There was continued discussion.

Vote: Motion **passed** with all voting in favor (5-1 (O'Donnell)).

DEPARTMENT REPORTS:

Fire - Chief Smith reported that the City's new fire engine is at Station 95 and is being put together. He also noted it will be the lead fire engine in the Labor Day parade. He shared that equipment and firefighters from their department have been utilized in the wildfires. He also shared that there were significant wildfires in Enumclaw and Bonney Lake today.

MAYOR'S REPORT:

Mayor Benson reported attending the Lumber House grand opening in their new space at Diamond Square. She also attended a meeting for the bike rodeo and shared that they are working hard to pull it together and are asking for volunteers to help run the different

stations; anyone interested should contact Councilmember Mulvihill. She also attended the Flood Control District meeting and hosted a National Night Out event for the 10th year and shared it being a fun event to host.

COUNCIL REPORTS:

Councilmember Oglesbee reported attending the ribbon cutting for the Lumber House and encouraged citizens to visit it. She also attended the bike rodeo meeting and attended the public safety committee meeting and shared what was discussed. She announced that instructions will be posted soon on how to use the flags at the crosswalks and touched on a social media post about the banner for the community garage sale and shared that adjustments to the placement of the banner have been addressed. She pointed out that the Vietnam Memorial Wall event will take place this week and asked everyone to be patient and if you see a veteran to thank them for their service. She touched on Klayton James and reminded everyone that the community garage sale is coming up and will benefit the Eagles.

Councilmember Wisnoski reported attending the budget meeting, and the Lumber House ribbon cutting ceremony. He noted they are looking for help and their kitchen is up and going. He mentioned the Vietnam Wall in Enumclaw and the Renaissance Fair is in Bonney Lake this upcoming weekend. He brought up the suggestion to have a focused town hall on small businesses with the hope to get more participation on how the city and the community can help small businesses and let citizens know what small businesses there are in Black Diamond. He gave a few examples.

Councilmember Mulvihill reported attending all her committee meetings. She noted being busy working on Black Diamond Labor Days program, attended the bike rodeo meeting and thanked the participants at the meeting. She thanked Jeff and Kristin for their input during public comments and thanked police & fire for their commitment to our community. She happily announced that King County Councilmember Dunn presented a donation to the skate park and noted looking forward to the community garage sale for the Eagles and thanked Tamie for her hard work. She also shared that meeting with some residents on incorporating art into the community and looks forward to working with them in the future.

Councilmember de Leon shared that it was nice to be out at the Black Diamond Miners Day event and is looking forward to a good turnout Labor Days. She reported attending her committee meetings and was also able to have a meeting with staff from representative Schrier's office and shared what was discussed and available resources. She reminded everyone to be mindful of the dry vegetation and the burn ban that is in place.

Councilmember O'Donnell noted feeling like the dissenting minority at times and expressed that he does respect everyone's opinion and hopes they respect his too. He noted wanting to learn more about Klayton James and if there is an opportunity to engage it into the park as it is part of our heritage. He shared that he will be attending the Vietnam Wall and likes the suggestion on the town hall meeting for small business and believes it is a really good idea. He noted wanting to talk about the city administrator, facilities plan, and sidewalk plan and would like those scheduled on an agenda in the near future.

Councilmember Page noted that those topics Councilmember O'Donnell was speaking about will be part of the upcoming budget process and she believes there is a need for Council to schedule additional work sessions to discuss those topics. She noted liking the suggestion to have a town hall centered around small businesses. She reported attending all her committee meetings and hosted a National Night Out event. She also became a member of the East King County Chamber of Commerce. She expressed that Labor Days is coming up and they need volunteers and urged citizens to call her, Councilmember Mulvihill, Councilmember Deady, or Mayor Benson. She noted that this year they are welcoming the opportunity have our community members in Ten Trails host movie night. She participated in the Black Diamond/Maple Valley Chamber of Commerce Whacky and Wild golf tournament. She shared having a great conversation with residents on how to incorporate the arts into the community as arts help to support our healthy way of being. She also had great conversations with residents around public safety and what that is. She thanked Jeff and Kristin for their public comments and reported that Labor Day buttons are available for sale in local businesses. She is excited to learn about KJ and honoring that memory.

ATTORNEY REPORT:

Reported on Eileen Keiffer and Ann Marie Soto of Madrona Law Firm earning their Rising Stars designation in Washington and congratulated them.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:14 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Amendment #7 of the Black Diamond Springs Rehabilitation Contract for services during construction and telemetry control for the North Bank Pump Station phase of the overall project	Agenda Date: August 19, 2021 AB21-049	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
Cost Impact (see also Fiscal Note): \$110,000	Court – Stephanie Metcalf	
Fund Source: WSFFA		
Timeline: Approved August 19 th , 2021		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, contract amendment, Exhibit B Fee breakdown		
SUMMARY STATEMENT: The Black Diamond Springs Rehabilitation project design contract includes the design of the booster pump station upgrade, the transmission main, the springs intake and liner cap reconstruction and the bridge. The City has requested that RH2 also provide services during the construction for the Transmission Main Replacement. More specifically the scope provides for weekly field assistance, pre-construction conference attendance, reviewing submittals, requests for information assistance, and periodic on-site observation during major construction. The engineering fee authorization will increase by \$110,000 for a new total contract amount of \$1,422,700. FISCAL NOTE (Finance Department): This project is privately funded through the Water Supply Facilities Funding Agreement. The City requests funding on a quarterly cash flow basis to keep the project moving forward on a positive cash basis.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee reviewed on August 10, 2021 and recommended bringing to the full Council on the consent agenda.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 21-1435 approving Amendment #7 to the Black Diamond Springs Rehabilitation Project for services during construction for transmission main replacement.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 19, 2021		

RESOLUTION NO. 21-1435

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING AMENDMENT #7 OF THE BLACK DIAMOND
SPRINGS REHABILITATION PROJECT FOR SERVICES
DURING CONSTRUCTION FOR TRANSMISSION MAIN
REPLACEMENT**

WHEREAS, RH2 Engineering, Inc. has completed the design of the Springs Transmission Main Replacement project and the project will soon be entering the construction phase; and

WHEREAS, Services during the construction phase was not included in the original design scope of work; and

WHEREAS, the City has requested RH2 Engineering, Inc. to assist the City with services during construction and weekly field assistance; and

WHEREAS, the additional work will be privately funded through the Water Supply Facilities Funding agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute amendment #7 to the Black Diamond Springs Rehabilitation contract with RH2 for services during construction during the Transmission Main Replacement project, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19th DAY OF AUGUST, 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 7
Black Diamond Springs Rehabilitation
RH2 Project No. BD 518.179

In accordance with our Professional Services Agreement for the **Black Diamond Springs Rehabilitation** dated November 2018, this is an authorization to revise the project Scope of Work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

Modify the following items from the Scope of Work:

Provide weekly field assistance for the duration of construction activities of the Transmission Main Replacement phase of this project. The construction contract allows for one hundred and sixty (160) consecutive working days, and this Amendment includes site observation services to be rendered through the month of December (approximately sixteen weeks).

The engineering fee authorization will increase by \$110,000 for a total authorization amount of **\$1,422,700**.

Please sign this authorization in the space provided below and return to RH2 Engineering, Inc., by mail at the address below, or by email to Contracts@RH2.com.

RH2 Engineering, Inc.

City of Black Diamond



Signature

Signature

Geoffrey G. Dillard, Director

Print Name/Title

Print Name/Title



Date

RH2 Engineering, Inc. 22722 29th Dr. SE, Suite 210, Bothell, WA 98021

Date

City of Black Diamond, 24301 Roberts Drive, Black Diamond, WA 98010

EXHIBIT A
Fee Estimate
City of Black Diamond
Black Diamond Springs Rehabilitation
Transmission Main Field Assistance
Aug-21

Description		Staff Engineer	Principal	Project Manager	Electrical Engineer	Field Coordinator	Geologist	Environmental Scientist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Expense	Total Cost
Classification		Professional II	Professional VIII	Professional V	Professional V	Professional II	Professional VII	Professional I	Administrative II	Administrative IV				
		\$138.00 Jack Orr	\$244.00 Geoff Dillard	\$205.00 Harley Sandoval	\$205.00 Mark Braaksma	\$138.00 Peter Jovanovich	\$233.00 Steve Nelson	\$123.00 Jenny Sandifer	\$86.00 Tracy Hill	\$121.00 Virginia Larsen				
Task 1	Weekly Field Assistance	112	22	74	74	260	42	38	4	23	649	\$ 104,631	\$ 5,369	\$ 110,000
1.1	Week 1 & Document Review	20	4	4	20	17	6	6	2	1	80	\$ 13,362	\$ 438	\$ 13,800
1.2	Week 2 & Document Review	20	-	4	20	17	4	-		1	66	\$ 11,010	\$ 380	\$ 11,390
1.3	Week 3	2	-	4	4	17	4	6		1	38	\$ 5,984	\$ 256	\$ 6,240
1.4	Week 4	2	-	4	4	17	4	-		1	32	\$ 5,246	\$ 234	\$ 5,480
1.5	Week 5	2	4	4	4	17	-	-		1	32	\$ 5,290	\$ 235	\$ 5,525
1.6	Week 6	2	-	4	4	17	8	6		1	42	\$ 6,916	\$ 284	\$ 7,200
1.7	Week 7	2	-	4	4	17	-	-		1	28	\$ 4,314	\$ 211	\$ 4,525
1.8	Week 8	2	-	4	4	17	-	-		1	28	\$ 4,314	\$ 211	\$ 4,525
1.9	Week 9	2	4	4	4	14	8	6		1	43	\$ 7,478	\$ 292	\$ 7,770
1.10	Week 10	2		4	4	14				1	25	\$ 3,900	\$ 200	\$ 4,100
1.11	Week 11	2		4	2	14				1	23	\$ 3,490	\$ 190	\$ 3,680
1.12	Week 12	2		4		14	8	6		1	35	\$ 5,682	\$ 248	\$ 5,930
1.13	Week 13	2		4		14				1	21	\$ 3,080	\$ 180	\$ 3,260
1.14	Week 14	2	4	4		14				1	25	\$ 4,056	\$ 204	\$ 4,260
1.15	Week 15	2		4		14				1	21	\$ 3,080	\$ 180	\$ 3,260
1.16	Week 16	2		4		14				1	21	\$ 3,080	\$ 180	\$ 3,260
1.17	As-builts	40	4	6		20			1	3	74	\$ 10,935	\$ 1,365	\$ 12,300
1.18	Permit Close Out	4	2	4				8	1	4	23	\$ 3,414	\$ 86	\$ 3,500
PROJECT TOTAL		112	22	74	74	260	42	38	4	23	649	\$ 104,631	\$ 5,369	\$ 110,000

EXHIBIT B
RH2 ENGINEERING, INC.
2021 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$145	\$/hr
Professional II	\$138	\$/hr
Professional III	\$174	\$/hr
Professional IV	\$162	\$/hr
Professional V	\$205	\$/hr
Professional VI	\$217	\$/hr
Professional VII	\$233	\$/hr
Professional VIII	\$244	\$/hr
Professional IX	\$244	\$/hr
Control Specialist I	\$133	\$/hr
Control Specialist II	\$145	\$/hr
Control Specialist III	\$159	\$/hr
Control Specialist IV	\$172	\$/hr
Control Specialist V	\$184	\$/hr
Control Specialist VI	\$198	\$/hr
Control Specialist VII	\$211	\$/hr
Control Specialist VIII	\$221	\$/hr
Technician I	\$111	\$/hr
Technician II	\$121	\$/hr
Technician III	\$138	\$/hr
Technician IV	\$148	\$/hr
Technician V	\$162	\$/hr
Technician VI	\$178	\$/hr
Technician VII	\$193	\$/hr
Technician VIII	\$203	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$86	\$/hr
Administrative III	\$102	\$/hr
Administrative IV	\$121	\$/hr
Administrative V	\$139	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 19, 2021	AB21-050
A resolution executing a professional services agreement with Architects Rasmussen Triebelhorn	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): Not to exceed \$150,000	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	X
Timeline: Contract for Two Years	Court – Stephanie Metcalf	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Contract; Hourly Rates		
SUMMARY STATEMENT: The City is in need of on call architectural services related to future building improvements. The police are currently looking at options for new space, whether it be reconstructing their current building or finding a new location. Recently, the police hired Icicle Creek Engineers for a mine hazard study and to assess some options related to their current site. They would like to hire Architects Rasmussen Triebelhorn (ART) to assist with the review of some of these options. The police held interviews with architectural firms at the end of 2020 in consideration of potential tenant improvements at the Columbia Bank Building. ART was selected to assist, but it was determined this building was not a feasible option, so no contract was ever executed. The City also interviewed ART for City Hall improvements and on-call architectural services. ART was selected to assist with the City Hall improvements. This contract will be for the on-call architectural services related to analysis of the current police building and future City office considerations. Work will be commissioned through task orders with each task not to exceed \$15,000. Any work that would be above \$15,000 will require its own contract. This contract is for two years and is not to exceed \$150,000. FISCAL NOTE (Finance Department): The costs for the architectural Service will be paid from the Capital Improvement Funds Budget for future Campus Improvements. A December Budget Change will be needed.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on August 10th and recommended taking to full Council on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 21-1436 authorizing the Mayor to execute a professional services agreement with Architects Rasmussen Triebelhorn to provide on-call architectural services to the City.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 19, 2021		

RESOLUTION NO. 21-1436

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
ARCHITECTS RASMUSSEN TRIEBELHORN TO PROVIDE
ON-CALL ARCHITECTURAL SERVICES TO THE CITY**

WHEREAS, the City has previously contracted with Architects Rasmussen Triebelhorn to provide the City with architectural and engineering services related to tenant improvements at City Hall; and

WHEREAS, the City is in need of on-call architectural services related to future building assessments and improvements; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for architectural and engineering services, including on-call services; and

WHEREAS, City staff recommends authorizing a professional services agreement with Architects Rasmussen Triebelhorn to provide on-call architectural services to the City; and

WHEREAS, Architects Rasmussen Triebelhorn has agreed to provide services described in the scope of work and comply to the terms and conditions of the contract;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Architects Rasmussen Triebelhorn to provide on-call architectural services to the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF AUGUST 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Scott Hanis Phone: 360-851-4521 Fax : 360-851-4501

and

ARCHITECTS RASMUSSEN TRIEBELHORN, AIA/PS ("Consultant")

Address: 909 South 336th Street, Suite 107, The Omni Building

Federal Way, WA 98003

Contact: Rhonda Gillogly, AIA Phone: 253-572-5511

Tax ID No.: 91-1300580

for non-exclusive on-call professional architectural and engineering services for the City of Black Diamond.

WHEREAS, the City has previously contracted with Consultant to provide the City with the same or substantially similar services related to tenant improvements at City Hall; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for architectural and engineering services, and based on that process the City desires to continue working with the Consultant on matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional architectural and engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

2.2 Consultant will work within the project schedule set forth in the on-call task request and will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the services described in Section

1 herein. This is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. Compensation for the services provided pursuant to any one particular On-Call Task Order shall not exceed Fifteen Thousand Dollars (\$15,000.00).

3.3 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect on the date it has been signed by both parties, and it shall remain in effect for a period of two years (“Term”), unless extended or terminated in writing pursuant to this Section 6.

a. Any extension to this Agreement shall not exceed two years per extension. This Agreement may be extended a maximum of three times beyond the initial two-year Term. The Mayor may authorize extensions beyond the initial two-year Term without further action by the City Council. However, extending this Agreement beyond the initial Term does not authorize expenditures beyond the compensation limit established in Section 3.2, above. No increase in the compensation limit shall be effective unless agreed pursuant to Section 3.2 and approved by the City Council.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

6.4 Consultant may terminate this Agreement at any time for cause, so long as Consultant first gives the City at least 30 days’ written notice of Consultant’s intent to terminate and a reasonable opportunity for the City to cure the purported default. Consultant may terminate this Agreement without cause upon no fewer than 90 days’ prior written notice to the City.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In

addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: Scott Hanis
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-851-4501

With a copy to: City Clerk

Consultant: Rhonda Gillogly, AIA, President
Architects Rassmussen Triebelhorn, AIA/ps
909 S. 336th Street, Suite 107
Federal Way, WA 98003

14. Disputes

14.1 This Agreement, and any dispute arising out of or relating to the interpretation or enforcement of this Agreement, shall be governed by and construed according to the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

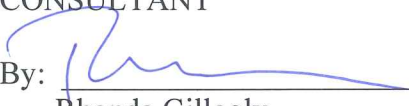
AGREED TO BY:

CITY OF BLACK DIAMOND

By: _____
Carol Benson
Its: Mayor

Date: _____

CONSULTANT

By: _____
Rhonda Gillogly
Its: President

Date: 8-4-2021

Attest:

By:

Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Provide on-call architectural and engineering services to support the City of Black Diamond, including but not limited to, the following:

- Capital projects
- Facilities studies
- Land acquisition studies
- Survey needs
- Other City departmental needs

EXHIBIT B

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Task Name: _____	Phone: 360-851-4446
Consultant Project No.: _____	Fax: 360-851-4501
Consultant Contact Name: _____	
Consultant Phone: _____	
Consultant Fax: _____	

Scope of Task Request Including Deliverables and Schedule

Budget Estimate:

Task Request Approval:

City of Black Diamond:

_____	_____
Written Name	Title
_____	_____
Signature	Date

Consultant:

_____	_____
Written Name	Title
_____	_____
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

EXHIBIT C

(Billing Rates and Reimbursable Expenses)



ARCHITECTS RASMUSSEN TRIEBELHORN AIA/PS

Hourly Rate and Expense Schedule

Effective January 1, 2021

ARCHITECTS RASMUSSEN TRIEBELHORN AIA/PS

DESCRIPTION	RATES
In-House Staff Positions:	
Principal	\$200.00/ hour or as negotiated
Senior Project Manager	\$150.00/ hour
Project Manager	\$130.00/ hour
Architect	\$135.00 /hour
Senior Architect	\$150.00/ hour
Senior Drafter/Architect	\$125.00 / hour
Job Captain II	\$105.00/ hour
Intern II / Job Captain I	\$ 95.00/ hour
Intern I	\$ 85.00/ hour
Office Manager / Senior Admin	\$100.00 /hour
Administrative	\$ 80.00/ hour
Specialty Services:	
Expert Witness	\$400 / hour or as negotiated
Value Engineering	\$250/ hour or as negotiated
Consultant Services:	Cost plus 15%
(or as negotiated with the Owner)	
Printing of Bid Documents	Cost plus 10%
Delivery / Postage	Cost plus 10%
Long Distance Phone calls	Cost plus 10%
In house Plots (Bond & Vellum) BW (24 x 36)	\$ 20.00/ sheet
In house Plots (Bond & Vellum) Color (24 x 36)	\$ 45.00/ sheet
In house Plots (Bond & Vellum) BW (36 x 48)	\$ 25.00/ sheet
In house Plots (Bond & Vellum) Color (36 x 48)	\$ 60.00/ sheet
Mileage	standard IRS rate
In House Photocopies– Black & White (8 1/2 x 11)	\$.25/ page
In House Photocopies – Color (8 1/2 x 11)	\$.35/ page
IN House Photocopies – Black & White (11 x 17)	\$.50/ page
In House Photocopies – Color (11 x 17)	\$.70/ page
Other (as authorized)	Cost plus 10%

**City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010**

ITEM INFORMATION					
SUBJECT: Public Hearing on Proposed Transportation Impact Fee Rate Study and Proposed Traffic Impact Fee Ordinance		Agenda Date:		August 19, 2021	AB21-051
			Mayor Carol Benson		
			City Administrator		
			City Attorney David Linehan		
			City Clerk – Brenda L. Martinez		
			Com Dev – Mona Davis		
			Finance – May Miller		
			MDRT/Ec Dev – Andy Williamson		
Cost Impact (see also Fiscal Note):			Police – Chief Kiblinger		
Fund Source:			Public Works – Seth Boettcher		X
Timeline:			Court – Stephanie Metcalf		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator					
Attachments: Proposed Transportation Fee Rate Study, Proposed Traffic Impact Fee Ordinance					
SUMMARY STATEMENT: 					
FISCAL NOTE (Finance Department): N/A					
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:					
RECOMMENDED ACTION: Public hearing only.					
RECORD OF COUNCIL ACTION					
Meeting Date	Action	Vote			
August 19, 2021					

Transportation Impact Fee Rate Study

Prepared for

City of Black Diamond

24301 Roberts Drive
Black Diamond, WA 98010

Prepared by

Parametrix

719 2nd Avenue, Suite 200
Seattle, WA 98104
T. 206.394.3700 F. 1.855.542.6353
www.parametrix.com

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- A Cost Allocation Results
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ACRONYMS AND ABBREVIATIONS

CIP	Capital Improvement Plan
GFA	gross floor area
GMA	Growth Management Act
ITE	Institute of Transportation Engineers
LOS	level of service
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RIRO	right-in-right-out
SEPA	State Environmental Policy Act
SF	square foot
SR	State Route
TIP	Transportation Improvement Program

1. INTRODUCTION

This report summarizes the policy and technical development of the Transportation Impact Fee program for the City of Black Diamond, Washington.

1.1 Definition of Impact Fees

Impact fees are a broad category of charges on new development assessed to pay for capital improvements (e.g., parks, schools, roads, etc.) necessitated by new development. Cities collect transportation impact fees to fund improvements that add capacity to the transportation system accommodating the travel demand added by new development.

The City developed this Traffic Impact Fee program based on the following findings:

- Development activity in the City, including residential, commercial, retail, office, and industrial development, will create additional demand and need for public road facilities.
- The City of Black Diamond is authorized under the state's Growth Management Act (Chapter 36.70A RCW) and RCW 82.02.050 et seq. to require new growth and development within the City to pay a proportionate share of the cost of new road facilities serving that new growth and development through the imposition of impact fees.
- Impact fees may be collected and spent for public road facilities needed for system improvements that are included within a capital facilities plan element of the City's comprehensive plan.
- Impact fees cannot pay for road maintenance and repair. These costs are paid by the City's general street fund, Real Estate Excise tax, grants, or other funding sources.

1.2 Statutory Basis for Impact Fees

The primary mechanism for imposing impact fees in Washington State is the Growth Management Act (GMA). Prior to the passage of the GMA, local agencies primarily relied on the State Environmental Policy Act (SEPA) process to require developers to fund mitigation projects necessitated by new development.

The GMA, passed in 1990, added RCW 82.02.050-.100 regarding impact fees and specifically authorized the use of impact fees for jurisdictions planning under the Growth Management Act. Impact fees are not mandatory and state law imposes strict limitations on the collection and use of impact fees. These limitations are intended to assure property owners that the fees collected are reasonably related to the actual impacts of development and will not be used for unrelated purposes, such as remedying preexisting deficiencies.

For a city to impose GMA impact fees, the following specific provisions are required:

- The city must have an ordinance authorizing impact fees.
- Fees may be collected and spent only for improvements identified in a Capital Facilities Plan element of the city's comprehensive land use plan.
- The city must establish one or more geographic service areas for fees.
- The city must have an established formula or other method for calculating impact fees.

- The fees cannot be used to finance any portion of improvements needed to remedy existing capacity deficiencies.
- The fees can be used to recoup the cost of improvements already made that address the needs of future development.
- The fees may not be arbitrary or duplicative of other fees imposed on development for the same impact.
- The fees must be earmarked specifically for eligible transportation improvements and be retained in special interest-bearing accounts.
- Fees may be paid under protest.
- Fees not expended within 10 years must be refunded with interest.
- The city cannot rely solely on impact fees to pay for needed improvements.

An accounting system is important to ensure that the impact fees collected are assigned to the appropriate improvement projects and the developer is not charged twice for the same improvement.

1.3 Impact Fee Structure

The methodology and results described next are consistent with the requirements of the GMA. All calculations are based on the adopted transportation facilities list described in the City's Capital Improvement Plan (CIP) and the City's Transportation Improvement Plan (TIP). The procedures described herein can be formally enacted by an impact fee ordinance incorporating this report by reference.

The key steps involved in the impact fee process are shown in **Figure 1**. Steps include developing a list of roadway system improvements and costs, allocating growth-related costs within the City, and identifying available funding. The remaining costs can be charged as impact fees, which are displayed in the form of a fee schedule. Each step is described in more detail in subsequent sections of this report.

Road impact fees for Black Diamond will be collected and expended within a signal service area that includes the entire City because of the compact size of the City.

To achieve the goal of simplicity, impact fee calculations are applied on an average basis for the entire transportation system rather than project-by-project. This is a key difference between impact fees and SEPA mitigation, whereby pro-rata shares of specific project improvements are collected.



Figure 1. – Steps to Develop a Traffic Impact Fee Program

1.4 Data Rounding

The data in this study were prepared using computer spreadsheet software. In some tables in this study, there will be very small variations from the results that would be obtained using a calculator to compute the same data. The reason for these insignificant differences is that the spreadsheet software calculated the results to more places after the decimal than are reported in the tables in the report.

2. IMPACT FEE PROJECT LIST

RCW 82.02.050 specifies that Transportation Impact Fees are to be spent on “system improvements.” System improvements can include physical or operational changes to existing roadways as well as new roadway connections that are built in one location to benefit projected needs at another location. These are generally projects that add capacity, such as new streets, additional lanes, widening, and signalization.

The impact fee structure for the City of Black Diamond was designed to determine the fair share of road improvement costs that may be charged to new developments. During the City's transportation planning process, the City identified projects needed by 2035 to meet the transportation needs of the adopted land uses in the Comprehensive Plan. The task was accomplished by examining existing roadway deficiencies and forecasting future needs. The City of Black Diamond used a cost model to estimate the costs for these capacity improvements. These capital projects form the basis for the impact fees project list, which includes public and private funding sources.

The impact fee project list was composed of projects from the City's TIP and CIP that add capacity to the roadway system. The project list, shown in **Table 1**, includes six projects, totaling \$23.08 million.

Table 1 List of Transportation Capacity Projects

Project #	Location	Description	Total Cost (in 2020 dollars)
1	SE 288th St & SE 216th St	Install roundabout	\$4,800,000
2	Robert Drive/SR 169/Black Diamond-Ravensdale	Two roundabouts (SR 169/Roberts Drive and SR 169/Pipeline Road) and modify SR 169/Black-Diamond-Ravensdale to right-in-right-out (RIRO)	\$10,000,000
3	SR 169/Baker Street	New traffic signal	\$650,000
4	SR 169/Lawson Street	New traffic signal	\$1,000,000
5	Morgan Street & Roberts Drive	New traffic signal	\$625,000
6	Lawson Connector/Lawson Parkway	New minor arterial connection with SR 169 with pedestrian facilities, bike lanes and street lighting	\$6,000,000
TOTAL			\$23,075,000

SR = State Route

3. COST ALLOCATION

3.1 Methodology

The City used an impact fee methodology that distinguishes between facility improvements that address existing deficiencies and those needed to serve new growth (described in more detail in the following section). For growth-related projects, this method assumes that traffic generated by future development is the reason for the improvement project(s). **Figure 2** diagrams the process.



Figure 2. Impact Fee Cost Allocation Concept

3.2 Transportation Deficiencies

RCW 82.02.050(5)(a)(i) requires that the Capital Facilities element of a jurisdiction’s comprehensive plan identify “deficiencies in public facilities serving existing development.” Future development cannot be held responsible for the portion of added roadway capacity needed to serve existing development.

The City’s 2019 Comprehensive Plan Transportation Element established a level of service (LOS) standard that is based on average vehicular delay experienced at intersections throughout the City. The adopted standard is LOS D for intersections along SR 169 and LOS C for all other arterial and collector roadways and transit routes within the Black Diamond city limits.

Using the level of service standards established in the City of Black Diamond Comprehensive Plan, two projects were found to have existing deficiencies with delays greater than the City’s standards. **Table 2** summarizes the analysis findings.

Table 2. Transportation Deficiency Calculation

Intersection	2020 PM Peak Hour LOS	LOS Standard	Existing Deficiency %
Roberts Drive/SR 169/Black Diamond-Ravensdale	LOS F	LOS D	35%
SR 169/Lawson Street	LOS E	LOS D	20%

Next, the City needed to determine the “existing deficiency portion” (as opposed to the portion that would be attributable to new growth). Under the GMA, the City is responsible for financing the existing deficiency portion, but the City can charge new development for the remainder of the roadway improvement. The City can select from several approaches to proportionately allocate the cost between existing deficiencies and the impacts of new development. The Black Diamond Impact Fee Program uses a method based on the amount of excess “existing and future new traffic” that exceeds the current threshold capacity of the roadway facility. The service threshold capacity represents the amount of traffic volume that an intersection can accommodate and still operate within City of Black Diamond LOS standards (e.g., LOS D for intersections along SR 169 and LOS C for all other arterial and collector roadways.)

The formula for determining the existing deficiency percentage is as follows:

$$\text{Existing Deficiency Percentage} = \text{Existing Excess Traffic} / (\text{Existing Excess Traffic} + \text{New Traffic})$$

$$= (\text{Existing Traffic} - \text{Service Threshold}) / [(\text{Existing Traffic} - \text{Service Threshold}) + (\text{2026 Traffic} - \text{Existing Traffic})]$$

3.3 Travel Growth

The City’s travel demand model, developed in Emme software, was used in this study to prepare traffic forecasts. The model generated “PM peak hour” vehicle trips based on housing and employment data provided by the City and the Puget Sound Regional Council (PSRC). Then the model distributed the trips between different zones within the City. Finally, the model assigned the trips to the roadway network to predict traffic volumes.

To match the City's TIP schedule, a 6-year land use growth estimate was used in the forecasts. **Table 3** shows Black Diamond land uses in terms of housing units (single-family and multi-family) and employment (retail, office, and industrial) growth anticipated between 2020 and 2026.

Table 3. Black Diamond Population and Employment Growth

Land Use	Growth 2020–2026	% Growth
Households (single and multi-family)	1,908	28%
Employment (retail, office and industrial)	1,724	70%

Using these land-use forecasts, it is estimated that 4,960 new PM peak hour vehicle trip ends would be generated within the City during the 6-year period. This growth in vehicle trip ends was used to calculate the impact fee rates.

3.4 Cost Allocation Results

The cost allocation process distributes the growth costs for each project based upon the travel patterns within and outside the City limits. The City's traffic model was used to perform a "select link" assignment. A select link assignment provides origin and destination information for each vehicle trip traveling through a particular improvement project group. Trips that pass through Black Diamond, but do not have any origins or destinations internal to Black Diamond (e.g., through-trips), cannot be included in the calculation of impact fees.

Figure 3 illustrates the cost allocation results. The dollar amounts shown in Figure 3 are approximate values expressed in millions of dollars. The actual amounts used in the calculations are accurate to a single dollar.

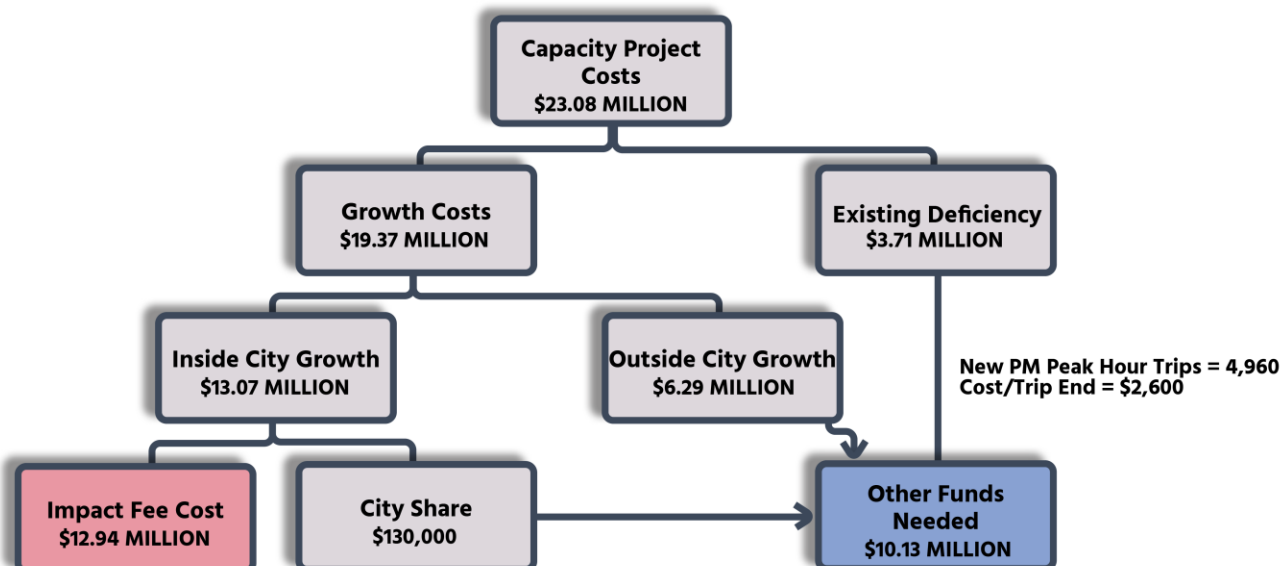


Figure 3. Impact Fee Cost Allocation Results

The total cost of the capacity projects on the capacity project list is approximately \$23 million, as previously shown in **Table 1**. This was divided into growth costs and existing deficiencies, estimated to be approximately \$3.7M. The growth costs were further divided into “in-City growth” and “outside City growth” components using the City’s traffic model data. The details of this calculation are shown in **Appendix A**.

As shown in **Figure 4**, the City’s responsibility is 44 percent (\$10.13 million) of the \$23.08 million project list. This includes the existing deficiencies, growth outside the City and the City’s share of growth in the city. The \$10.13 million would be expected to be obtained from City funds, new grants and other sources. The remaining \$12.94 million would be funded using impact fees.

Impact fees would constitute the remaining 56 percent (\$12.94 million) of the approximate total \$23 million cost of the improvement projects.

The final step in the cost allocation process dealt with calculating the "cost per new trip end" within Black Diamond, derived by dividing the total eligible project cost by the total number of new PM peak hour trip ends based in Black Diamond.

A total of 4,960 new PM peak hour vehicle trip ends are estimated to occur within the City between 2020 and 2026. With a total impact fee cost of \$12.88 million, the cost per trip end is approximately \$2,600.

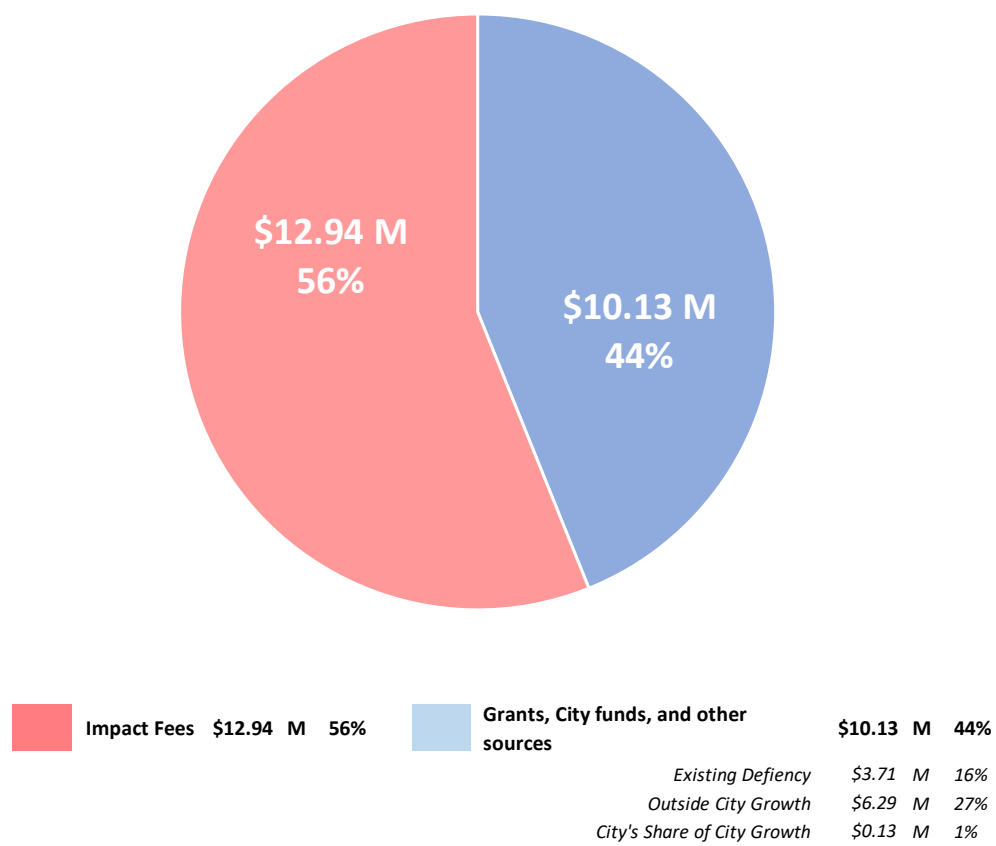


Figure 4. Impact Fee Program Funding Sources

4. IMPACT FEE SCHEDULE

The impact fee schedule was developed by adjusting the "cost per trip end" information to reflect differences in trip-making characteristics for a variety of land use types within the study area. In other words, the impact fees paid are a function of the trip generation estimated for each new project. The fee schedule is a table where fees are represented as dollars per unit for each land use category. **Table 4** shows the various components of the fee schedule (trip generation rates and new trip percentages).

4.1 Trip Generation

Trip-generation rates for each land use type are from the Institute of Transportation Engineers (ITE) Trip Generation (10th Edition). The trip-generation rates represent the total traffic entering and leaving a property at driveway points during the weekday PM peak hour. For certain land uses (e.g., supermarkets) a substantial amount of this traffic is already passing by the property and simply turns into and out of the driveway. Pass-by trips are an intermediate stop *on the way* from the trip origin to the primary destination. These trips were already on the adjacent roadway and are not considered to be "new" to the street system and therefore are subtracted out prior to calculating the impact fee. The resulting trips are considered "new" and are therefore subject to the impact fee calculations. The "new" trip percentages are derived from ITE data.

4.2 Schedule of Rate

The impact fee schedule of rates as well as the various components of the fee schedule are shown in **Table 4**. In the fee schedule, fees are shown as dollars per unit of development for various land use categories, as defined in **Appendix B**. The impact fee program is flexible in that if a use does not fit into one of the categories, an impact fee can be calculated based on the development's projected trip generation.

Two examples (residential and retail) of the impact fee rate calculation are shown below.

Multi-Family Residential

The following is an example of a 6-unit multi-family housing project.

$$\begin{aligned} \text{New Trip Rate} &= \text{PM Peak Hour Trip Generation Rate} \times \text{Percent of New Trips} \\ &= 0.56 \times 100\% = 0.56 \text{ trips per dwelling unit} \end{aligned}$$

$$\begin{aligned} \text{Impact Fee Rate} &= \text{New Trip Rate} \times \text{Average Cost per Trip End} \\ &= 0.56 \text{ trip/dwelling} \times \$2,609 = \$1,461/\text{dwelling unit} \end{aligned}$$

$$\text{Total Impact Fee} = 6 \text{ units} \times \$1,461/\text{dwelling unit} = \$8,766$$

General Retail

The following is an example for a 25,000 square feet (10 ksf) general retail store.

$$\begin{aligned} \text{New Trip Rate} &= \text{PM Peak Hour Trip Generation Rate} \times \text{Percent of New Trips} \\ &= 3.81 \text{ trips/ksf} \times 66\% = 2.51 \text{ trips/ksf} \end{aligned}$$

$$\begin{aligned} \text{Impact Fee Rate} &= \text{New Trip Rate} \times \text{Average cost per trip end} \\ &= 2.51 \text{ trip/ksf} \times \$2,609 \times 1\text{ksf}/1,000\text{sf} = \$6.55/\text{sf} \end{aligned}$$

$$\text{Total Impact Fee} = \$6.55/\text{sf} \times 25,000\text{sf} = \$163,750$$

Table 4. Impact Fee Schedule

Land Use	Land Use Code	Unit of Measure ¹	Basic Rate PM Peak Trips/Unit ²	New Trips % ³	New Trip Rate	Impact Fee Rate
Residential						
Single Family	210	dwelling	0.99	100%	0.99	\$2,583
Multi-Family	220	dwelling	0.56	100%	0.56	\$1461
Senior Housing - attached	252	dwelling	0.26	100%	0.26	\$678
Senior Housing - detached	251	dwelling	0.30	100%	0.3	\$783
Assisted Living	253	dwelling	0.18	100%	0.48	\$470
Mobile Home in Mobile Home Park	240	dwelling	0.46	100%	0.46	\$1,200
Institutional						
Elementary/Middle School/Jr High School	520	student	0.17	100%	0.17	\$444
High School	530	student	0.14	100%	0.14	\$365
Church	560	SF GFA	0.49	100%	0.49	\$1.28
Hospital	610	SF GFA	0.97	100%	0.97	\$2.53
Library	590	SF GFA	8.16	100%	8.16	\$21.21
Day Care	565	SF GFA	11.12	100%	11.12	\$29.01
Industrial						
Light Industry/Industrial Park	110	SF GFA	0.63	100%	0.67	\$1.64
Heavy Industry/Manufacturing	120, 140	SF GFA	0.67	100%	0.67	\$1.75
Mini-Warehousing/Storage	151	SF GFA	0.17	100%	0.17	\$0.44
Warehousing	150	SF GFA	0.19	100%	0.19	\$0.50
Restaurant						
High-Turnover Restaurant	932	SF GFA	9.77	58%	5.7	\$14.81
Fast-Food Restaurant with Drive-Through	934	SF GFA	32.67	50%	16.3	\$42.53
Coffee Shop with Drive-Through	937	SF GFA	43.38	50%	21.7	\$56.62
Commercial Services						
Bank with Drive-Through	912	SF GFA	20.45	53%	10.84	\$28.28
General Retail	820	SF GFA	3.81	66%	2.51	\$6.55
Supermarket > 5,000 SF	850	SF GFA	9.24	64%	5.91	\$15.42
Convenience Market < 5,000 SF	851	SF GFA	49.11	39%	19.15	\$49.96
Pharmacy/Drugstore with Drive-Through	880, 881	SF GFA	10.29	47%	4.8	\$12.52
Hardware/Paint Store	816	SF GFA	2.68	74%	2.0	\$5.22
Furniture Store	890	SF GFA	0.52	47%	0.2	\$0.52
Car Sales - New/Used	840/841	SF GFA	3.75	100%	3.8	\$9.91
Gas Station	944	fueling station	14.03	44%	6.2	\$16,176
Autocare Center	942/943	SF GFA	2.26	100%	3.1	\$6.00
Health Club	492	SF GFA	3.45	100%	3.45	\$9.00
Commercial - Office						
Administrative Office	710, 715, 750	SF GFA	1.15	100%	1.15	\$3.00
Medical Office/Dental Office	720	SF GFA	3.46	100%	3.46	\$9.03

¹ For uses with unit of measure "SF GFA," the impact fee is dollars per square foot, and the trip rate is given as trips per 1,000 sq ft

² ITE Trip Generation (10th Edition): 4-6 PM Peak Hour Trip Ends

³ Excludes pass-by trips: see "Trip Generation Handbook: An ITE Proposed Recommended Practice" (2014)

SF = square feet

GFA = gross floor area

5. FUTURE IMPACT FEE UPDATES

The City of Black Diamond impact fee rate analysis generated by this report should be reviewed and approved in the following manner:

1. The City of Black Diamond Municipal Code should be updated to include a chapter on “Transportation Impact Fees,” authorizing the assessment and collection of transportation impact fees on development activity within the City, based on the methodology described in this rate study, and
2. The rate schedule in Table 4 should be reviewed and amended by the City Council as deemed appropriate after the effective date of the approved ordinance, and
3. Effective from the adoption of an ordinance, transportation impact fees should be adjusted annually based on the Construction Cost Index for Seattle. A major update with a new rate study should occur every 3 years or as needed to account for new projects added to the 6-Year Transportation Improvement Program (TIP) and the Capital Improvement Program (CIP).

Appendix A

Cost Allocation Results



APPENDIX A

Cost Allocation Results

The cost allocation results are summarized in this Appendix. **Table A-1** illustrates how the impact fee project costs (shown in **Table 1**) were divided into growth-related costs attributable to the City. In order to determine this proportion, the City's travel demand model was used to identify the portion of trip-making associated with existing and growth-related traffic. A technique called "select-link" analysis was used to isolate the vehicle trips using each of the impact fee projects.

Table A-1. Cost Allocation

#	Intersection	Existing Deficiency	Project	Estimate of Project Costs	Existing Deficiency Portion of the Project	Total Growth Costs	Outside City Growth	Outside City Growth Costs	Inside City Growth	Inside City Growth Costs	City's Share of Inside Growth (1%)	Impact Fee Cost
1	SE 288th St & SE 216th St	0%	Roundabout	\$4,800,000	\$0	\$4,800,000	5%	\$229,474	95%	\$4,570,526	\$45,705	\$4,524,821
2	SR 169 & SE Black Diamond-Ravensdale Rd SR 169 & Roberts Drive	35%	SR 169 Roundabouts	\$10,000,000	\$3,511,709	\$6,488,294	39%	\$2,518,788	61%	\$3,696,507	\$39,695	\$3,929,812
3	SR 169 & Baker Street	0%	New signal	\$650,000	\$0	\$650,000	36%	\$236,888	64%	\$413,112	\$4,131	\$408,981
4	SR 169 & Lawson Rd	20%	New signal	\$1,000,000	\$195,652	\$804,348	46%	\$370,177	54%	\$434,171	\$4,342	\$429,829
5	Morgan Street & Roberts Drive	0%	New signal	\$625,000	\$0	\$625,000	9%	\$58,871	91%	\$556,129	\$5,661	\$560,468
6	Lawson Connector/ Lawson Parkway	0%	New roadway	\$6,000,000	\$0	\$6,000,000	48%	\$2,880,000	52%	\$3,120,000	\$31,200	\$3,088,800
TOTAL				\$23,075,000	\$3,707,358	\$19,367,642	32%	\$6,294,197	68%	\$13,073,445	\$130,734	\$12,942,711
Project Costs Allowable for Impact Fees within City of Black Diamond												\$12,942,711

Appendix B

Land Use Definitions



APPENDIX B

Land Use Definitions

The following land use definitions are derived from the ITE Trip Generation (10th Edition). They have been modified as appropriate for the City of Black Diamond.

RESIDENTIAL

Single Family: One or more detached housing units located on an individual lot. Also includes accessory dwelling units and duplexes. (ITE # 210)

Multi Family: A building or buildings designed to house three or more families living independently of each other. Includes apartments, condos and attached townhouses. (ITE # 220, 221, 230, 233)

Senior Housing: Residential units similar to apartments or condominiums restricted to senior citizens. (ITE # 251, 255)

COMMERCIAL-SERVICES

The following land use categories fall under the impact fee category “Commercial Services” which represent a broad variety of uses.

- Walk-in Bank (ITE # 911)
- Drive-in Bank (ITE # 912)
- Hair Salon (ITE # 918)
- Copy, Print, and Express Ship Store (ITE # 920)
- Drinking Place (ITE # 925)
- Coffee/Donut Shop (ITE # 936, 937, 938)
- Bread/Donut/Bagel Shop (ITE # 939, 940)
- Automobile Care Center (ITE # 942)
- Automobile Parts and Service Center (ITE # 943)
- Automated Car Wash (ITE # 948)
- Health/Fitness Club (ITE # 492, 493)

COMMERCIAL-INSTITUTIONAL

School: The following land use categories fall under the impact fee category “school.” The rate is based on the “High School” ITE trip generation, due to it being most like other types of schools in Black Diamond.

- Elementary School (ITE # 520)
- Middle School/Junior High School (ITE # 522)
- High School (ITE # 530)
- Private School (ITE # 534, 536)

Institutional: The following land use categories all fall under the impact fee category “Institutional.”

- Church (ITE # 560)
- Day Care Center (ITE # 565)
- Museum (ITE # 580)
- Library (ITE # 590)
- Hospital (ITE #610)
- Elementary School/Middle School/Junior High School (ITE #520, 522)
- High School (ITE # 530)

INDUSTRIAL

Light Industrial/Industrial Park: Industrial parks are a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Industrial parks include research centers facilities or groups of facilities that are devoted nearly exclusively to research and development activities. Light industrial facilities include printing plants, material testing laboratories, bio-technology, medical instrumentation or supplies, communications and information technology, and computer hardware and software. (ITE #s 110, 130)

Warehousing/Storage: Facilities that are primarily devoted to the storage of materials, including vehicles. They may also include office and maintenance areas. (ITE # 150)

RESTAURANT

Restaurant: The following land use categories fall under the impact fee category “restaurant.” The rate is based on the “Quality Restaurant” ITE trip generation, due it to being similar to other restaurants in terms of new trips and most similar to the types of restaurants in Black Diamond.

- Quality Restaurant (ITE # 931)
- High-Turnover (Sit-Down) Restaurant (ITE # 932)
- Fast-Food Restaurant (ITE # 933, 934, 935)

COMMERCIAL-RETAIL

General Retail: The following land use categories fall under the impact fee category “General Retail.” The rate is based on the “Shopping Center” ITE trip generation, due it to being most like other types of retail shops in Black Diamond.

- Tractor Supply Store (ITE # 810)
- Construction Equipment Rental Store (ITE # 811)
- Building Materials and Lumber Store (ITE # 812)
- Free-Standing Discount Superstore (ITE # 813)
- Variety Store (ITE # 814)
- Free-Standing Discount Store (ITE # 820)
- Hardware/Paint Store (ITE # 816)
- Nursery (ITE # 817, 818)
- Shopping Center (ITE # 820)
- Factory Outlet Center (ITE # 823)

- Specialty Retail Center (ITE # 826)
- Automobile Sales (ITE # 841)
- Tire Store (ITE # 848, 849)
- Convenience Market (ITE # 851, 852)
- Discount Club (ITE # 857)
- Wholesale Market (ITE # 860)
- Sporting Goods Superstore (ITE # 861)
- Home Improvement Superstore (ITE # 862)
- Electronics Superstore (ITE # 863)
- Toy/Children's Superstore (ITE # 864)
- Baby Superstore (ITE # 865)
- Pet Supply Superstore (ITE # 866)
- Office Supply Superstore (ITE # 867)
- Book Store (ITE # 868)
- Discount Home Furnishing Store (ITE # 869)
- Bed and Linen Superstore (ITE # 872)
- Department Store (ITE # 875)
- Apparel Store (ITE # 876)
- Arts and Crafts Store (ITE # 879)
- Pharmacy/Drugstore (ITE # 880, 881)
- Furniture Store (ITE # 890)
- DVD/Video Rental Store (ITE # 896)
- Medical Equipment Store (ITE # 897)

Supermarket: Retail store which sells a complete assortment of food, food preparation and wrapping materials, and household cleaning and servicing items. (ITE # 850, 854)

COMMERCIAL-OFFICE

Administrative Office: An administrative office building houses one or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one tenant, either the owner or lessee, or contain a mixture of tenants, including professional services, insurance companies, investment brokers, and company headquarters. Services such as a bank or savings and loan, a restaurant or cafeteria, miscellaneous retail facilities, and fitness facilities for building tenants may also be included. (ITE # 710)

Medical Office/Dental Clinic: A facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician/dentist or a group of doctors and/or dentists. (ITE # 720)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING TITLE 3 OF THE BLACK DIAMOND MUNICIPAL CODE TO ESTABLISH A NEW CHAPTER 3.80 ENTITLED "TRANSPORTATION IMPACT FEES;" PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has authority to adopt impact fees to address the impact on transportation facilities caused by new development, pursuant to Ch. 82.020 RCW; and

WHEREAS, the City Council desires to ensure that those transportation facilities necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use, or within the period provided by law, without decreasing the current service levels below established minimum standards for the City; and

WHEREAS, the City Council finds that it is in the public interest for the City to have a diversity of housing options and that it is in the public interest for the City to provide the option of an exemption from full transportation impact fees in order to incentive the construction of low-income housing; and

WHEREAS, the City Council finds that it is in the public interest for the City to have early learning facilities to serve its residents and that it is in the public interest for the City to provide the option of an exemption from full transportation impact fees for early learning facilities; and

WHEREAS, the City Council finds that it is in the public interest for the City to have a diversity of housing options and that it is in the public interest for the City to provide the option of an exemption from full transportation impact fees in order to incentive the construction of accessory dwelling units; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of _____, 2021;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Municipal Code Chapter. Title 3 of the Black Diamond Municipal Code is amended to add a new Chapter 3.80, entitled "Transportation Impact fees," containing the following provisions:

Commented [EK1]: Corresponds with Optional Provision #1 below. If there is no Council consensus for Optional Provision #1, this WHEREAS clause to be deleted.

Commented [EK2]: Corresponds with Optional Provision #2 below. If there is no Council consensus for Optional Provision #2, this WHEREAS clause to be deleted.

Commented [EK3]: Corresponds with Optional Provision #3 below. If there is no Council consensus for Optional Provision #3, this WHEREAS clause to be deleted.

Chapter 3.80
TRANSPORTATION IMPACT FEES

- 3.80.010 Authority and Purpose.**
- 3.80.020 Definitions.**
- 3.80.030 Council Adoption and Review of Impact Fees.**
- 3.80.040 Applicability.**
- 3.80.050 Service Area.**
- 3.80.060 Assessment of Transportation Impact Fees.**
- 3.80.070 Collection of Transportation Impact Fees.**
- 3.80.080 Exemptions.**
- 3.80.090 Determination of Transportation Impact Fees, Reductions, Credits, Adjustments and Independent Calculations, and Appeals.**
- 3.80.100 Transportation Impact Fee Accounts and Refunds.**
- 3.80.110 Use of Funds.**
- 3.80.120 Existing Authority Unimpaired.**

3.80.010 Authority and Purpose.

A. This Chapter is enacted pursuant to the Growth Management Act as codified in chapter 36.70A RCW and the provisions of RCW 82.02.050 through 82.02.100.

B. The purposes of this Chapter are to:

1. Develop a program consistent with the City's Comprehensive Plan for joint public and private financing of transportation facilities as such facilities are necessitated in whole or in part by development within the City;
2. Ensure that those transportation facilities necessary to support Development shall be adequate to serve the Development at the time the Development is available for occupancy and use, or within the period established by law, without decreasing current service levels below established minimum standards for the City.
3. Create a mechanism to charge and collect Transportation Impact Fees to ensure that all new Development bears its proportionate share of the capital costs of transportation facilities reasonably related to new Development; and
4. Establish standards and procedures so that new Development pays a proportionate share of costs for new facilities and services and does not pay arbitrary or duplicative fees for the same impact.

C. The City has conducted studies documenting the procedures for measuring the impact of new growth and Development on public transportation facilities, has commissioned the preparation of a fee study, has reviewed the fee study, and hereby incorporates these studies into this Chapter by reference. Based on the foregoing, the City has prepared a formula and method of calculating Transportation Impact Fees to serve new Development that provides a balance between Transportation Impact Fees and other sources of public funds.

D. The provisions of this Chapter shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, and welfare.

3.80.020 Definitions.

For purposes of this Chapter, the following terms have the indicated meanings:

A. "Applicant" means a person, firm, company, partnership, or corporation, and all successors in interest thereto, proposing a Development in the city.

B. "Capital Facilities Element" means the capital facilities plan element of the City of Black Diamond's Comprehensive Plan currently in effect or as subsequently amended.

C. "City" means the City of Black Diamond.

D. "Commercial" means any activity carried out for the purpose of financial gain for an individual or organization, whether profit or nonprofit.

E. "Developer" means a person or persons or entity or entities that owns, or holds purchase options or other control over, property on which Development is proposed.

F. "Development" means any:
1. construction or expansion of a building, structure, or use;
2. change in use of a building or structure; or
3. change in the use of land
that creates additional demand for transportation facilities.

G. "Dwelling Unit" means a dwelling unit as defined in Section 18.100.270 of the Black Diamond Municipal Code currently in effect or as subsequently amended.

H. "Encumber" means to transfer impact fee dollars from the Transportation Impact Fee Fund to a fund for a particular system improvement that is fully funded in the current year's budget or for which a construction contract or contracts have been let.

I. "Low-Income Housing" means housing that has a monthly cost of no greater than thirty percent of eighty percent of the median family income adjusted for family size, for King County, as reported by the United States Department of Housing and Urban Development.

J. "P.M. Peak Hour" means the consecutive 60-minute period between the hours of 4:00 p.m. and 6:00 p.m. during which the highest volume of traffic occurs.

K. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular Development project and that are necessary for the use and convenience of the occupants or users of the project, and are not System Improvements.

L. "System Improvements" means traffic capacity-adding transportation facilities that are included in the City's Six-year Transportation Improvement Plan and are designed to provide service to the community at large, in contrast to Project Improvements or existing transportation facility preservation projects, such as repaving projects.

M. "Transportation Impact Fee" means a payment of money imposed upon Development as a condition of development approval and/or building permit approval to mitigate all or any portion of the transportation impact from the Development. "Transportation Impact Fee" does not include a reasonable permit or application fee, administrative fees for collecting and handling impact fees, the cost of reviewing independent fee calculations, or the administrative fee required for an appeal.

N. "Transportation Impact Fee Fund" means the fund established for the transportation facilities for which Transportation Impact Fees are collected.

O. "Transportation Impact Fee Schedule" means the table of Transportation Impact Fees adopted by the City Council establishing the standard amounts that Applicants shall pay for various types of projects as a condition of Development within the City.

P. "Transportation Impact Fee Study" means the rate study conducted by Parametrix, Inc., dated May 2021, which determined the Transportation Impact Fees to include in the Traffic Impact Fee Schedule, and includes any subsequent updates thereto.

3.80.030 Council Adoption and Review of Impact Fees.

A. The City Council hereby adopts Table 4 of the Transportation Impact Fee Study as the Transportation Impact Fee Schedule for the City. The methodology described in the Transportation Impact Fee Study shall apply in calculating Transportation Impact Fees, including for any Development that does not fit squarely within the land use categories listed in Table 4.

B. The Transportation Impact Fee Schedule may be reviewed and amended by resolution of the City Council from time to time, as the City Council deems appropriate.

C. The Transportation Impact Fee Schedule shall be automatically updated for inflation annually using the following procedures:

1. The Public Works Director shall use the Construction Cost Index for Seattle (June-June) published by the Engineering News Record to calculate annual inflation adjustments in the Transportation Impact Fee Schedule. The Transportation Impact Fee Schedule shall not be adjusted for inflation if the index is unchanged.

2. The indexed Transportation Impact Fee Schedule shall be effective January 1 of each year. A copy of the indexed Transportation Impact Fee Schedule shall be provided to the City Council each December, but it shall become effective without further Council action.

D. The Public Works Director shall review the Transportation Impact Fee Schedule annually to determine whether a new Transportation Impact Fee rate study should be prepared.

3.80.040 Applicability.

A. A Transportation Impact Fee is hereby imposed on every Development activity in the City based upon the rates established in the Transportation Impact Fee Schedule. The Transportation Impact Fee Schedule shall establish such rates based upon the land use as defined within the Transportation Impact Fee Schedule. Should a definition of a particular land use category (such as, but not limited to: single family residential, etc.) otherwise contained within the Black Diamond Municipal Code conflict with a land use category definition contained within the Transportation Impact Fee Schedule, the definition contained within the Transportation Impact Fee Schedule shall control for purposes of calculating the Transportation Impact Fees due.

B. Any Transportation Impact Fee imposed shall be reasonably related to the impact caused by the Development and shall not exceed a proportionate share of the costs of System Improvements that are reasonably related to the Development.

C. Transportation Impact Fees shall be based on the Capital Facilities Element and on the City's Six-year Transportation Improvement Plan.

D. The City shall also impose an application fee to cover the City's reasonable costs to administer the Transportation Impact Fee program. The administrative fee shall be paid by the Applicant to the City at the time of building permit application. The administrative fee shall be deposited into an administrative fee account within the Transportation Impact Fee Fund. Administrative fees shall be used to defray the cost incurred by the City in the administration and update of the Transportation Impact Fee program, including, but not limited to, review of independent fee calculations and the value of credits. The administrative fee is not creditable or refundable and is not subject to deferral.

3.80.050 Service Area.

There shall be one service area which shall be consistent with the corporate limits of the City.

3.80.060 Assessment of Transportation Impact Fees.

A. The City shall assess Transportation Impact Fees from any Applicant seeking a building permit from the City, using the Transportation Impact Fee Schedule in effect at the time of building permit issuance, unless payment is deferred pursuant to this Chapter, in which case the Transportation Impact Fees shall be assessed based on the Transportation Impact Fee Schedule in effect at the time of the deferral application.

B. Unless the proposed Development is exempt or subject to adjustments, credits, or an independent fee calculation accepted by the City, the City shall not issue building permit(s) unless and until the Transportation Impact Fees have been paid.

3.80.070 Collection of Transportation Impact Fees.

A. Except as provided in subsection (B) of this section, the Transportation Impact Fees imposed under this Chapter are due and payable at the time of issuance of a building permit.

B. Transportation Impact Fee payments may be deferred for single-family detached and attached residential construction (as such terms are

defined within the Transportation Impact Fee Schedule) until the City conducts a final building inspection, as authorized by RCW 82.02.050(3). Each Applicant for Transportation Impact Fee deferral is entitled annually (per calendar year) to obtain deferral for only the first 20 single-family residential construction building permits applied for by that Applicant.

1. In order to defer the payment of Transportation Impact Fees, all Applicants and legal owners of the subject property upon which the Development activity is to occur must sign an impact fee deferral agreement in a form acceptable to the City Attorney. The Applicant must also pay an administrative fee, along with fees necessary for recording the agreement in the King County real property records. The impact fee deferral agreement shall require the applicant to grant and record an impact fee lien as required by RCW 82.02.050(3)(c) prior to issuance of the building permit. The City shall withhold final building inspection approval, issuance of a certificate of occupancy, and any other equivalent final certification until the deferred Transportation Impact Fees have been paid in full.
2. In no event shall the term of an impact fee deferral exceed 18 months.
3. In the event that the Transportation Impact Fees are not paid within the time provided in this subsection, the City may commence foreclosure proceedings under the process set forth in Chapter 61.12 RCW, except as may be revised herein. The then-present owner shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City shall not commence foreclosure proceedings until 30 calendar days after providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the 30-day cure period, no attorney fees and/or costs will be owed. In addition, the City retains its full authority to withhold inspections and to suspend, revoke, or refuse to issue certificates of occupancy and other building permits and to commence enforcement actions due to nonpayment of impact fees.
4. Upon written request following full payment of Transportation Impact Fees that have been deferred pursuant to this chapter, the City shall execute a written release of the lien recorded pursuant to this Chapter. The release shall be in a form approved by the

City Attorney and shall be recorded against the title of the subject property by and at the expense of the current landowner.

3.80.080 Exemptions.

The following Development activities do not create any additional transportation impacts or have been determined by the City Council to be exempt from paying Transportation Impact Fees pursuant to this ordinance:

A. Existing Dwelling Unit. Any alteration, expansion, reconstruction, remodeling, replacement, or demolition/removal of an existing Dwelling Unit that does not result in the generation of any new P.M. Peak Hour trips.

B. Existing Nonresidential Building. Any alteration, expansion, reconstruction, remodeling, replacement, or demolition/removal of an existing nonresidential building that does not result in the generation of any new P.M. Peak Hour trips.

C. Condominium projects in which existing Dwelling Units are converted into condominium ownership and that do not result in the generation of any new P.M. peak hour trips.

D. Any Development activity that is exempt from the payment of a Transportation Impact Fee pursuant to RCW 82.02.100, due to mitigation required by the State Environmental Policy Act ("SEPA").

E. Any Development activity for which transportation impacts have been mitigated pursuant to a condition of Development approval or development agreement to pay fees, dedicate land, or construct or improve facilities, unless the condition of the Development approval or a development agreement provides otherwise; provided that the condition of the Development approval or development agreement predates the effective date of this Chapter.

F. Any Development activity for which transportation impacts have been mitigated pursuant to a voluntary agreement entered into with the City pursuant to RCW 82.02.020 to pay fees, dedicate land, or construct or improve transportation facilities, unless the terms of the voluntary agreement provide otherwise; provided that the agreement predates the effective date of this Chapter.

G. A Developer who is constructing, reconstructing, or remodeling any form of Low-Income Housing may request an exemption of up to [XX] percent of the required Transportation Impact Fees. Any claim for an exemption for Low-Income Housing must be made prior to payment of the Transportation Impact Fee, and any claim not so made shall be deemed

Commented [EK4]: Optional Provision #1:

Council may set this percentage at whatever number it deems to be appropriate.

If Council wishes to provide an exemption for over 80%, the statute provides the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts. RCW 82.02.060(3).

waived. Prior to issuance of a certificate of occupancy for any portion of the Development, the owner shall execute and record against the property in the King County real property records a City-prepared covenant guaranteeing that the Low-Income Housing shall continue in perpetuity, which covenant shall run with the land, address annual reporting requirements to the City, include price restrictions and household income limits, and be consistent with the provisions of RCW 82.02.060(3) as now adopted or hereafter amended. In the event that an exempt housing unit is converted to any use other than Low-Income Housing, the then-current owner shall pay the applicable Transportation Impact Fees in effect at the time of conversion.

H. A Developer who is constructing, reconstructing, or remodeling any form of Early Learning Facility (as defined in RCW 43.31.565 as adopted or later amended) may request an exemption of up to [YY] percent of the required Transportation Impact Fees.

I. A Developer who is constructing, reconstructing, or remodeling any form of accessory dwelling unit ("ADU") as defined by BDMC 18.56.005, may request an exemption of up to [ZZ] percent of the required Transportation Impact Fees. Any claim for an exemption for ADUs must be made prior to payment of the Transportation Impact Fee, and any claim not so made shall be deemed waived. Impact fees from such Development activity shall be paid from public funds other than impact fee accounts per RCW 82.02.060(2).

3.80.090 Determination of Transportation Impact Fees, Reductions, Credits, Adjustments and Independent Calculations, and Appeals.

A. Determination of Transportation Impact Fees. The City shall determine the amount of a Developer's Transportation Impact Fees according to the Transportation Impact Fee Schedule.

B. Reductions. The Transportation Impact Fee amount established by the Transportation Impact Fee Schedule shall be reduced by the amount of any payment previously made for the Development activity in question, either as a condition of Development approval (such as, but not limited to a SEPA condition) or pursuant to a voluntary agreement.

C. Credits.

1. Whenever a Developer is subject to a Development condition that the Developer actually construct a System Improvement acceptable to the City or improve an existing System Improvement, the Developer shall be entitled to a credit for the actual cost of constructing or improving such System Improvement(s) against the

Commented [EK5]: Optional provision #2:

Should Council adopt this provision, the exemption percentage is adjustable. Council has discretion under the statute to provide no exemption from TIF for early learning facilities, or may exempt any amount thereof, up to 100%.

If Council wishes this number to be higher than 80%, the City does NOT have to make up that difference with other funds like with low income housing, but in that case, the City would require recording a covenant against the property providing the facility must serve at least 25% low income families and provide annual reports to the City to that end. If there is Council consensus to adopt this exemption and set it at higher than 80%, we will need to insert additional language for second reading.

Commented [EK6]: Optional Provision #3

Transportation Impact Fee that would be chargeable under the Transportation Impact Fee schedule, unless an applicable development agreement between the City and the Developer provides otherwise. The cost of construction of such System Improvement(s) shall be estimated for purposes of calculating an estimated credit, but must be documented, and the documentation confirmed after the construction is completed to assure that an accurate credit amount is provided. If construction costs are less than the calculated fee amount, the difference remaining shall be chargeable as a Transportation Impact Fee.

2. Whenever a Developer is subject to a Development condition that the Developer dedicate land to the City to mitigate its transportation impacts, the Developer shall be entitled to a credit against the Transportation Impact Fee chargeable under the Transportation Impact Fee Schedule, unless an applicable development agreement between the City and the Developer provides otherwise. The value of a credit for dedication of land shall be established on a case-by-case basis by an appraiser selected by or acceptable to the City. The appraiser must be licensed in good standing by the state of Washington for the category of the property appraised. The appraisal and review shall be at the expense of the Applicant. The appraisal shall be in accordance with the most recent version of the Uniform Standards of Professional Appraisal Practice, as published by The Appraisal Foundation, and shall be subject to review and acceptance by the City. If the amount of a credit is less than the calculated fee amount, the difference remaining shall be chargeable as a Transportation Impact Fee.
3. In the event the amount of a credit calculated under this section is greater than the amount of the Transportation Impact Fees due, the Applicant may apply such excess credit toward impact fees imposed on other Developments within the same service area; provided, however if the System Improvement is one for which a latecomers agreement would be authorized, then the Applicant shall only be entitled to a latecomers agreement. In any event the City shall not be responsible for payment to the Applicant of any amount credited and not used.
4. No credit shall be given for Project Improvements.
5. An Applicant must request a credit pursuant to this section prior to payment of the Transportation Impact Fees and the issuance of the first building permit associated with the Development. Any claim not timely made shall be waived.

D. Adjustments.

1. An Applicant may request an adjustment to a Development's calculated Transportation Impact Fees by preparing and submitting to the City's Public Works Director an independent fee calculation for the Development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. Independent fee calculations for Transportation Impact Fees shall use the same formulas and methodology used to establish the Transportation Impact Fees in this Chapter and shall be limited to adjustments in trip generation rates used in the Transportation Impact Fee Study, and shall not include travel demand forecasts, trip distribution, transportation assignment, transportation service areas, costs of road projects, or cost allocation procedures. If the City's Public Works Director agrees with the independent fee calculation, a written agreement to accept such amount shall be transmitted to the Applicant who shall, in turn, present it to the City when Transportation Impact Fees are collected.
2. Pursuant to RCW 82.02.060(5), an Applicant may request an adjustment to their calculated Transportation Impact Fees on the basis that the Applicant's specific case presents unusual circumstances and that imposition of the Transportation Impact Fees as calculated based on the Transportation Impact Fee Schedule results in unfairness.
3. An Applicant must request an adjustment pursuant to this section prior to payment of the Transportation Impact Fees and the issuance of the first building permit associated with the Development. Any claim not timely made shall be waived.

E. Appeals.

1. Notwithstanding any other provision of the BDMC, any decision of the City with regard to Transportation Impact Fee amounts, including any credits or adjustments, shall be appealable by the Applicant to the City's hearing examiner.
2. Any appeals must be filed within ten (10) days of the decision being appealed. The notice of appeal shall be made by the Applicant upon a form to be supplied by the City. A nonrefundable fee of two hundred fifty dollars shall be paid at the time the notice of appeal is submitted. A hearing shall then be scheduled before the hearing examiner within thirty days of the filing of the notice of appeal and appeal fee.

3. Notwithstanding any other provision of the Black Diamond Municipal Code, only the Applicant has standing to appeal Transportation Impact Fee matters.

4. The appeal procedures and decision requirements shall follow the provisions set forth in BDMC Chapter 2.30, Hearing Examiner, or as hereafter amended.

F. Transportation Impact Fees may be paid under protest in order to obtain a permit or other approval of Development activity.

3.80.100 Transportation Impact Fee Accounts and Refunds.

A. Transportation Impact Fee receipts shall be earmarked specifically and retained in the Transportation Impact Fee Fund. All Transportation Impact Fees and any investment income generated by such fees shall remain in that fund until spent, Encumbered, or refunded pursuant to the provisions of this Chapter.

B. On an annual basis, the City's Finance Director shall provide a report to the City Council on the Transportation Impact Fee Fund showing the source and amount of all monies collected, earned, or received, and System Improvements that were financed in whole or in part by Transportation Impact Fees. Additionally, on an annual basis, the City's Public Works Director shall provide a report to the City Council on the amount of Transportation Impact Fees that were not collected as a result of the provisions of this Chapter.

C. The current owner of property for which Transportation Impact Fees have been paid may receive a refund of such fees if the Transportation Impact Fees have not been expended or Encumbered within 10 years of their receipt by the City. In determining whether fees have been expended or Encumbered, fees shall be considered expended or Encumbered on a first-in, first-out basis. Notwithstanding the above, this refund mechanism only applies to Transportation Impact Fees and shall not apply to funds expended for mitigation projects or funds collected pursuant to a mitigation and/or development agreement.

D. The City shall provide for the refund of fees according to the requirements of this section and RCW 82.02.080.

1. The City shall notify potential claimants of the refund availability by first-class mail deposited with the United States Postal Service addressed to the owner of the property as shown in the county tax records.

2. A request for a refund must be submitted to the City's Finance Director in writing within one year of the date the right to claim the refund arises or the date that notice is given, whichever date is later.

E. Any Transportation Impact Fees that are not expended or Encumbered within 10 years of their receipt by the City, and for which no application for a refund has been made within this one-year period, shall be retained by the City and expended consistent with the provisions of this chapter.

F. Refunds of Transportation Impact Fees shall include any interest earned on the fees.

G. Should the City seek to terminate all Transportation Impact Fee requirements, all unexpended or unencumbered funds, including interest earned, shall be refunded to the current owner of the property for which an impact fee was paid. Upon the finding that all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first-class mail addressed to the owner of the property as shown in the county tax records. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the City, but must be expended for the original purposes, consistent with the provisions of this Chapter. The notice requirement set forth above shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

H. An Applicant may request and shall receive a refund on paid Transportation Impact Fees, including interest earned on the Transportation Impact Fees, when:

1. The Applicant does not proceed to finalize the Development activity as required by statute or City code or the International Building Code; and
2. The City has not expended or Encumbered the Transportation Impact Fees prior to the application for a refund. In the event that the City has expended or Encumbered the fees in good faith, no refund shall be forthcoming. However, if within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar Development activity, the owner shall be eligible for a credit against any then-existing Transportation Impact Fee requirement. The owner must petition the City in writing and provide receipts of Transportation Impact Fees paid by the owner for a Development of the same or substantially similar nature on the same property or some portion thereof. The City shall determine

whether to grant a credit and such determinations may be appealed by following the procedures set forth in this Chapter.

3.80.110 Use of Funds.

A. Transportation Impact Fees shall:

1. Be used for System Improvements that will reasonably benefit new Development; and
2. Not be imposed to make up for deficiencies in the facilities serving existing Development; and
3. Not be used for maintenance or operation.

B. Transportation Impact Fees will be spent for System Improvements listed in the City's Six-Year Transportation Improvement Plan and identified as being funded in whole or part by Transportation Impact Fees. Expenditures may include but are not limited to: facility planning, land acquisition, site improvements, necessary off-site improvements, construction, engineering, permitting, financing, grant match funds and administrative expenses, mitigation costs, capital equipment pertaining to public facilities, and any other capital cost related to a particular System Improvement.

C. Transportation Impact Fees may also be used to recoup costs previously incurred by the City to finance System Improvements identified per subsection (B) of this section and directly benefiting new growth and Development.

D. In the event that bonds or similar debt instruments are or have been issued for the construction of a public facility or System Improvement for which Transportation Impact Fees may be expended, Transportation Impact Fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter and are used to serve new Development.

3.80.120 Existing Authority Unimpaired.

Nothing in this Chapter is designed to supersede or replace the provisions of BDMC Chapter 11.11, Concurrency Management. Further, nothing in this Chapter shall preclude the City from requiring an Applicant to mitigate adverse environmental impacts of a specific Development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying Development

approval process, and/or Chapter 58.17 RCW governing plats and subdivisions; provided, that the exercise of the City's existing authority is consistent with the provisions of Chapters 43.21C and 82.02 RCW.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2021.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Agreement with the WITT Company for 60-month lease with US Bank for a new Kyocera AEPA TASKalfa6053ci copy machine for the Police Department.	Agenda Date: August 19, 2021 AB21-052	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): \$280.66/mo.		
Fund Source: General Fund	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, WITT Documents		
SUMMARY STATEMENT: In 2019, the lease for our current Police copy machine has expired. We continued to service the machine and now are at a point where the service costs and repairs outweigh the value of the machine. WITT has advised that parts may not be available if further repair is needed. We would like to continue with a new five-year lease for a new machine with the same company, WITT offered through the KCDA contract. Their service and maintenance have been consistently responsive and timely and are included in the cost. The new 60-month lease is \$280.66 per month, including maintenance. We currently pay \$193.03 per month. Our yearly maintenance includes the estimated number of copies, toner, service and supplies. Any overages of prints will be billed semi-annually.		
FISCAL NOTE (Finance Department): The additional cost of the new copies can be covered in the 2021 Police Operating Budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 21-1437 authorizing the Mayor to execute a 60 month maintenance and supplies agreement with the WITT Company and Associated 60 month Billing Lease Agreement through US Bank for a Kyocera Photocopier.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 19, 2021		

RESOLUTION NO. 21-1437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A 60 MONTH MAINTENANCE AND SUPPLIES AGREEMENT WITH THE WITT COMPANY AND THE ASSOCIATED 60 MONTH BILLING LEASE AGREEMENT THROUGH U.S. BANK FOR A KYOCERA PHOTOCOPIER.

WHEREAS, the current lease for the copier located at the police department has expired, and the copier has become unreliable and prints poorly; and

WHEREAS, the Witt Company has agreed to a monthly charge of \$280.66 including maintenance, estimating a total of 3,000 black and white copies and 1800 color copies per month, with any copies over this amount to be billed semi-annually; and

WHEREAS, the Witt Company will clean the current equipment hard drive and provide the City with documentation that all confidential information has been removed; and

WHEREAS, the City is a member of KCDA and is therefore authorized to purchase through their vendor contracts, and the Witt lease will be billed through their U.S. bank arrangement at no extra cost to the city at a fixed monthly rate for five years; and

WHEREAS, the new copier will meet the needs of the police department over the next five years, while providing the service and value the City requires;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into a 60-month lease agreement with the WITT Company for services and related supplies, and with US Bank for the 60 month billing of the lease, for the AEPA TASKalfa 6053ci photocopier.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF AUGUST, 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

SALES REP **Camille Simonsen**

CUSTOMER NUMBER

TO

8/2/2126

SHIP TO:						BILL TO:					
COMPANY NAME CITY OF BLACK DIAMOND- Police Dept.						COMPANY NAME CITY OF BLACK DIAMOND- Police Dept.					
ADDRESS 25510 LAWSON ST.				ROOM/SUITE		ADDRESS 24301 Roberts Drive PO BOX 599				ROOM/SUITE	
CITY BLACK DIAMOND, WA				STATE		CITY BLACK DIAMOND, WA				STATE	
				ZIP 98010						ZIP 98010	
CONTACT NAME Jamey Kibler				PHONE (253) 631-1012		CONTACT NAME MAY MILLER				PHONE (360)851-4500	
EMAIL ADDRESS				FAX		EMAIL ADDRESS				FAX	
PRODUCT MAINTENANCE & SUPPLIES AGREEMENT ☒				PRODUCT MAINTENANCE AGREEMENT ☐				MANAGED PRINT SERVICES AGREEMENT ☐			
INCLUDES - TONER, DEVELOPER, DRUMS OR PHOTOCONDUCTORS, FILTERS, PARTS, PREVENTATIVE MAINTENANCE & LABOR				INCLUDES -PARTS & LABOR				INCLUDES - TONER, PARTS, MAINTENANCE KITS, QUARTLEY REVIEW			
EXCLUDES - PAPER, STAPLES, LABELS OR TRANSPARENCIES				EXCLUDES - SUPPLY UNITS, PAPER, STAPLES, LABELS OR TRANSPARENCIES, FUSER, MAINTENANCE KITS				EXCLUDES - PAPER, STAPLES, LABELS, OR TRANSPARENCIES			
*NETWORK FEES ARE NOT INCLUDED				*NETWORK FEES ARE NOT INCLUDED				*NETWORK FEES ARE NOT INCLUDED			
EQUIPMENT COVERED UNDER AGREEMENT											

EQUIPMENT COVERED UNDER AGREEMENT

[illegible]

Customer shall be invoiced \$ -
 monthly ☐ quarterly ☐ semi annual ☐ annu

0.008 B/W Base Rate

0.042 Color Base Rate

basis to include	3,000
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basis to include	1.800
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basis to include	
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basis to include	
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basis to include

basis to include	
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basis at a rate of	\$	0.0060
and	\$	0.0025

and	\$	0.0295
and		0.04500

and	0.01000
and	0.05050

DATE	01/05/2000
TIME	14:00

basis at a rate of	

and

Black & White Kyocera prints

Simple Color <3% Fill

Business Color 3.1% to 15% Fill

Creative Color >15% Fill

black & white Other prints

color other prints

Per Black & White Prints

Simple Color <3% Fill

Business Color 3.1% to 15% Fill

Creative Color >15% Fill

per black & white prints

per color prints

NOTES

AEPA21# contract total of 3k black a month and 1800 color tier billing semi annual

Semi annual would bill for any copy volume over 18,000 Black and 10,500 Color tier one

CUSTOMER ACCEPTANCE

This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures. See reverse for additional terms.

See reverse for additional terms.

X

customer signature

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print name and title
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date

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. PMSA and MDSA includes toner, developer, PM kits and drums in the amount consistent with manufacturers published yields and servicing intervals. PM agreements include labor and non-consumable parts only: No toner, developer, IU, Drums or PM kits are included.

A. Phone Support/ Help Desk

Phone Support and Help Desk is a service to provide assistance with key operator features as it relates to any device on this contract. Service calls may initially be supported by the help desk. This contract does not cover external devices for example: routers, switches, desktop, or laptop computers and servers.

2. SERVICE CALLS

Service calls covered under this agreement will be made during normal business hours (8:00 a.m. – 4:30 p.m.) at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

- A. It is understood that the obligation of Kyocera Document Solutions Northwest hereinafter referred to as KDSNW for service and maintenance under this agreement shall be limited to only the equipment located at address specified on reverse side.
- B. Service calls resulting from (a) malfunction of or damage caused by associated peripheral equipment not listed in the agreement, or (b) use of paper and toner or other supplies not meeting KDSNW's specifications, or (c) operator or user error, (d) failure to perform operator maintenance as defined in the operator manuals, will be invoiced to the Customer at KDSNW's then current Standard Service Rates.
- C. Maintenance service does not include performing service connected with the relocation of the equipment. All services rendered in connection with equipment relocations will be invoiced to the Customer at KDSNW's then current Standard Service Rates. Customer agrees to notify KDSNW of any Customer performed relocations. Failure to do so may cause delays in response time when a service call is received for said equipment.
- D. No other agreements, representations or understanding, expressed or implied, not specified herein, apply to the agreement or services furnished hereunder.
- E. When in its sole discretion KDSNW determines a shop reconditioning is necessary to keep the equipment in working condition, KDSNW will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under the maintenance agreement. If the Customer does not authorize such reconditioning, KDSNW may discontinue service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.
- F. Electrical or mechanical work external to the equipment and/or system is not covered under this agreement.
- G. Repair and/or maintenance required to fix damages, malfunctions or service failures caused by (a) Customer's repair, modifications or movement of the equipment or (b) abuse, misuse or negligent acts or (c) acts of God or natural disasters are not covered under this agreement.
- H. In no event shall KDSNW be liable to the customer or any other party for any lost profits or special, incidental or consequential damages (including negligence) arising out of or in connection with this agreement.
- I. Excludes repair and/or replacement of all network printing, scanning, faxing functions effected by updates, changes and/or modifications of the customer's network whether by the customer, customer operating systems or contractor thereof or external network accessories, or systems not affiliated with the equipment covered by this agreement. JetDirect cards and Fiery Controllers are not covered under this agreement.
- J. When KDSNW deems necessary, loaner equipment will be provided until the contracted equipment is repaired and deemed serviceable. Service loaners remain the property of KDSNW.
- K. Equipment deemed by KDSNW as unserviceable and beyond economically feasible repair, due to excessive age or usage, may be discontinued from contractual coverage.

4. TERM

This annual agreement shall become effective upon KDSNW's receipt of signed agreement and/or payment of the initial annual maintenance charge provided in this agreement hereof and shall continue for twelve months after the effective date. This agreement is non-refundable, non-transferable, subject to an annual increase, and shall be automatically renewed upon the expiration of the initial term for successive one year renewal terms. This annual agreement will automatically renew unless a written cancellation is received by KDSNW thirty days prior to expiration date.

5. CHARGES/CHANGES

The annual initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12 month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of KDSNW invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. Print Coverage in excess of 8% may require a change in the charges set forth herein. Freight charges may be applied and additional supplies will be billed at the then prevailing rate. Repair and/or maintenance of said equipment not covered by this agreement will be separately charged at KDSNW's current Standard Service Rates. A print is letter size. UPS/ Fuel Surcharges may be applied as deemed necessary due to increased cost.

6. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: 1) KDSNW may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at KDSNW Standard Service Rates and 2) the Customer agrees to pay KDSNW costs and expense of collection including all attorney's fee incurred in collection. If equipment is moved to a new service zone, KDSNW shall have the option to charge, and the Customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If equipment is moved beyond KDSNW published service zones, KDSNW has the right to cancel the maintenance agreement.

7. AGREEMENT TERMINATION

This agreement may be terminated, with or without cause, by KDSNW with no less than thirty days prior written notice. In the event that KDSNW terminates this agreement due to Customers breach, or if the Customer elects to terminate this agreement prior to the expiration of initial term or any renewal terms, without cause, the Customer will responsible for payment of early termination charges. The charges shall be calculated by the average of the three most recent billing periods, then multiplied by the number of months remaining in the initial term or renewal period.

8. Customer Meter Reading and Reporting Obligations

Customer agrees to provide KDSNW with accurate and timely meter readings at the end of each applicable billing period through the use of Automated Meter Collection Software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of the Automated Meter Collection Monitoring Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the Automated Meter Collection Monitoring Software.

Initial here _____ if you wish to DECLINE the use of Automated Meter Collection Monitoring Software.

9. ADDITION OF EQUIPMENT (MDS ONLY)

Customer is required to immediately notify KDSNW upon installation of any additional equipment at Customer's site upon installation, if KDSNW deems equipment serviceable, such equipment shall automatically be covered by this agreement and shall be considered the equipment for all purposes under this agreement.

10. MISCELLANEOUS

- A. This agreement and any amendments thereto shall be governed in accordance with the laws of the State of Washington.
- B. KDSNW will not be liable for any failure to perform which may be attributable to (a) the inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, (b) the interruption of transportation, (c) government regulation, labor disputes, strikes, war, fire, flood, accident, or other cause beyond KDSNW's control making it impractical for KDSNW to perform, (d) manufacturer backorders and/or discontinuation of parts.
- C. This agreement shall be binding upon and inure to the benefit of the Customer, KDSNW, and their respective successors and assigns.

INITIAL x _____



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Black Diamond			24301 ROBERTS DR	
CITY	STATE	ZIP	PHONE	FAX
BLACK DIAMOND	WA	98010	3608514500	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				
25510LAWSON ST				

SUPPLIER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
1 KYOCERA TA6053CI			☐
			☐
			☐
			☐
			☐

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60	Payments* of \$	\$280.85	If you are exempt from sales tax, attach your certificate.	*plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.				
Payment includes	3,000	B&W pages per month	Overages billed monthly at \$	.008 per B&W page*
Payment includes	1800	Color pages per month	Overages billed monthly at \$	.0295 per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Initials
____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

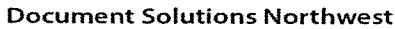
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



Date	7/28/2021
P.O. #	
Cust. #	CIT4243-01
Invoice #	
Sales Rep	Camille Simonsen

Ship To

Contact:	Jamey Kiblinger
Phone/Fax:	(253) 631-1012

Bill To

Billing Contact:	MAY MILLER
Phone/Fax:	(360)851-4500

Monthly Payment:	\$280.85
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NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER.			
* TERMS: THE EQUIPMENT INDICATED ABOVE IS PURCHASED UNDER THE Kyocera Document Solutions Northwest STANDARD TERMS AS FOLLOWS: 1. Overdue accounts will be charged a late payment fee of 1.5% per month or to the extent allowed by law if less, and a fee of \$25.00 will be charged for all returned checks. 2. This order is subject to the terms and conditions appearing heron and buyer agrees to be bond thereby. 3. No modifications or additions there to shall be binding upon seller unless expressly consented to in writing by an officer of the corporation. 4. Credit will not be issued on returned supplies for any opened packages.		Subtotal	\$9,810.00
		Sales Tax	
		Delivery/Installation	
		TOTAL AMOUNT	\$9,810.00
		Less Payment (Check # _____)	
		AMOUNT DUE	\$9,810.00

Customer Acceptance

Kyocera Document Solutions Northwest Representative

Authorized Signature _____

Print Name _____

Date _____

Signature _____

Print Name _____

Date _____



Dated: 2/18/2021

Dealer Sales Order Verification Form

Contract: OMNIA Select Contract from Drop Down

Order Date:

PO/Lease#

Customer Name

Address

City, State, Zip

Contact Name

Phone

Dealer Name

City, State, Zip

Contact Name

Phone

Account Number

CITY OF BLACK DIAMOND- Police Dept.
25510 LAWSON ST.
BLACK DIAMOND, WA 98010
Kyocera Document Solutions Northwest
18014 72nd Avenue South, Kent, WA 98032
Tamarae Prekker / Denise Stark
800-777-0852 ext 5446 / ext 8388

Order Summary

Items On Contract Including Professional Services, Software and HW

Model	Qty	Customer Purchase Price Prior to Lease Calculation	Price Extension	Comments
AEPA TASKalfa 6053ci	1	\$5,590.00	5590	
AEPA Surge Protector-MX (15A	1	\$97.00	97	
DF-7100	1	\$628.00	628	
DP-7130	1	\$1,107.00	1107	
Fax System 12	1	\$520.00	520	
PF-7110	1	\$621.00	621	
PH-7A	1	\$302.00	302	
0	0	\$0.00	0	
0	0	\$0.00	0	
0	0	\$0.00	0	
0	0	\$0.00	0	
0	0	\$0.00	0	
0	0	\$0.00	0	
0	0	\$0.00	0	

Total Customer Price for Kyocera Equipment \$8,865.00

Additional items included in transaction that are purchased/leased utilizing an **Open Market** structure. These items must be clearly identified as open market on the customers PO/lease document.

Buyout Amount	\$595.00
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<u>Open Software</u>	<u>Description of Software</u>	<u>Cost</u>
Item #1		\$0.00
Item #2		\$0.00
Item #3		\$0.00

<u>Open Market Hardware</u>	<u>Description of Hardware</u>	<u>Cost</u>
Item #1		\$0.00
Item #2		\$0.00
Item #3		\$0.00
Item #4		\$0.00
Item #5		\$0.00

<u>Open Market Other</u>	<u>Description</u>	<u>Cost</u>
Item #1	return of leased equipment	\$350.00
Item #2		\$0.00
Item #3		\$0.00

Total Transaction Price of Open Market Items	\$945.00
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Total Transaction Price	\$9,810.00
Lease Rate used to calculate monthly payment	0.02075
Lease Payment Per Month	\$203.56

Special Note:

By signing below, you certify that you are an authorized representative of the company and that all items included on this SOV form and customer order, meet the Kyocera NASPO, AEPA, OMNIA, DIR contracts and (state participating addendum if applicable). Submitting orders that do not meet all of the terms and conditions as outlined in terms and conditions of the Partnership Addendum, your Partnership Addendum, Kyocera Cooperative contract, and the (State Participating Addendum if applicable) may result in your dealership being removed from all Kyocera Cooperative Contract programs and any other program that Kyocera may make available from time to time.

When entering an order into PCS, the SOV form, Customer Purchase order or Lease document must be attached, along with the buyout quote and 3rd party software quote, if applicable.

Authorized Dealer Signature: _____	Required Field
Printed Name: _____	Required Field
Title: _____	Required Field
Date: _____	Required Field

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Resolution regarding proposed five-year contract with Axon enterprise to provide body worn cameras for all sworn police employees and provide storage and access to evidence.com for associated digital files.	Agenda Date: August 19, 2021	AB21-053
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Mona Davis	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
	Public Works – Seth Boettcher	
	Court – Stephanie Metcalf	
Cost Impact (see also Fiscal Note): \$ \$14,131.07 per year x 5 year - \$70,655.35		
Fund Source: -- General Fund		
Timeline: August/September Implementation		
Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Contract		
SUMMARY STATEMENT: The Black Diamond Police Department does not currently have a body worn camera program. In the early 2000's, our department had in-car video systems but as they began to fail or age out, they were not replaced. Recently, the Washington State Legislature passed House Bill 1223 regarding the Uniform Electronic Recordation of Custodial Interrogations, which requires that any custodial interrogation of an adult for a felony offense, or a juvenile of any offense, be electronically recorded. As you know, the police department's facility is not equipped with an interview room or equipment that can both audio/video record. For audio interviews, the officers currently utilize their department issued cell phone or utilize other agencies facilities. When adding the video component, utilizing the cell phone is nearly impossible and certainly not a safe option for the officers. We have determined that the most reasonable way to comply with these requirements is to equip officers with body worn cameras. In addition to this legislation, body worn systems have become much more cost effective. Improvements in technology have reduced the cost of storage and made redaction/retention issues much more palatable. Body-worn cameras provide several benefits including increased transparency, increased civility, quicker resolutions, corroborating evidence, and training opportunities. Video evidence serves to enhance public trust by adding another layer of transparency to police actions. The police department has been utilizing AXON for our Taser program since 2002. After discussing/demoing their body worn camera system, the evaluation of camera and evidence management systems showed that Axon's Body 3 and Evidence.com system met the department's requirements across all categories.		

Potential price increases would come from hiring additional personnel in the future. This covers the cost of 13 body cameras. Ideally, one should be available in storage should one go out of service.

FISCAL NOTE (Finance Department): A budget amendment will need to be completed in December to cover the expenditure in 2021. Funds will come out of the general fund and are partially covered by potential AWC grant of up to \$7,100.00 per year. Any other grant opportunities that come up, will be used if possible. The following year's Budgets will be included with each year's budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance committee reviewed the Body Camera contract at their July 29, 2021 meeting and recommended forwarding to Council for their consideration.

RECOMMENDED ACTION: **MOTION adopt Resolution No. 21-1438, to authorizing the Mayor to sign a five-year contract with Axon for Police Body Camera Services.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 19, 2021		

RESOLUTION NO. 21-1438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FIVE-YEAR CONTRACT WITH AXON ENTERPRISE TO PROVIDE BODY-WORN CAMERAS FOR ALL SWORN POLICE EMPLOYEES AND PROVIDE STORAGE AND ACCESS TO EVIDENCE.COM FOR ASSOCIATED DIGITAL FILES.

WHEREAS, the Black Diamond Police Department does not currently have a body worn camera program; and

WHEREAS, the Washington State Legislature recently passed House Bill 1223 regarding the Uniform Electronic Recordation of Custodial Interrogations, and

WHEREAS, the law requires that any custodial interrogation of an adult for a felony offense, or a juvenile of any offense, be electronically recorded, and the police department does not have an interview room or any equipment to audio and/or video record interviews, and

WHEREAS, the police department has determined that the most reasonable way to comply with these requirements is to equip officers with body worn cameras, and

WHEREAS, body-worn cameras have also been show to provide several benefits including increased transparency, increased civility, quicker resolutions, corroborating evidence and training opportunities. Video evidence serves to enhance public trust by adding another layer of transparency to police actions, and

WHEREAS, the evaluation of camera and evidence management systems showed that Axon's Body 3 and Evidence.com system met the Department's requirements across all categories, and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign a five-year contract with Axon Enterprises in the amount of \$70,655.35 to provide for the police department's body worn camera program.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF AUGUST, 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-328738-44412.027TR

Issued: 08/03/2021



Quote Expiration: 08/15/2021

Account Number: 107758

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-25510 Lawson St 25510 Lawson St Black Diamond, WA 98010-9721 USA	Black Diamond Police Dept. - WA 25510 Lawson St Black Diamond, WA 98010-9721 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Phone: (253) 631-1012 Email: bamartinez@ci.blackdiamond.wa.us Fax:

Program Length	60 Months
TOTAL COST	\$70,655.35
ESTIMATED TOTAL W/ TAX	\$70,655.35

Average Savings Per Year	\$2,662.92
TOTAL SAVINGS	\$13,314.60

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Aug, 2021	\$14,131.07
Year 2	Aug, 2022	\$14,131.07
Year 3	Aug, 2023	\$14,131.07
Year 4	Aug, 2024	\$14,131.07
Year 5	Aug, 2025	\$14,131.07

Quote Details

Bundle Summary				
Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
DynamicBundle	Dynamic Bundle	1	\$6,313.07	\$526.09
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$354.00	\$29.50
BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,368.00	\$28.00
BasicLicense	Basic License Bundle	12	\$2,160.00	\$15.00
ProLicense	Pro License Bundle	2	\$936.00	\$39.00

Bundle: Dynamic Bundle Quantity: 1 Start: 9/1/2021 End: 8/31/2026 Total: 31565.35 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	26	\$1.00	0.00%		\$1.00	\$26.00
Other	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	13	\$31.30	0.00%		\$31.30	\$406.90
Other	73202	AXON BODY 3 - NA10	13	\$699.00	0.00%		\$699.00	\$9,087.00
Other	75015	SIGNAL SIDEARM KIT	13	\$249.00	0.00%		\$249.00	\$3,237.00
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	260	\$24.00	0.00%		\$24.00	\$6,240.00
Other	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	0.00%		\$10.45	\$10.45
Other	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	13	\$11.00	0.00%		\$11.00	\$143.00
Other	73449	RESPOND DEVICE LICENSE	13	\$300.00	0.00%		\$300.00	\$3,900.00
Other	73478	REDACTION ASSISTANT USER LICENSE	13	\$540.00	0.00%		\$540.00	\$7,020.00
Other	74210	AXON BODY 3 - 8 BAY DOCK	1	\$1,495.00	0.00%		\$1,495.00	\$1,495.00
Other	85144	AXON STARTER	1	\$2,750.00	100.00%		\$0.00	\$0.00

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 1 Start: 9/1/2021 End: 8/31/2026 Total: 1770 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$489.62	61.14%		\$489.62	\$489.62
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$625.62	61.14%		\$625.62	\$625.62
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$654.76	61.14%		\$654.76	\$654.76

Bundle: Body Worn Camera TAP Bundle Quantity: 13 Start: 9/1/2021 End: 8/31/2026 Total: 21840 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	13	\$523.93	25.17%		\$523.93	\$6,811.14
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	13	\$564.94	25.17%		\$564.94	\$7,344.20
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	13	\$591.13	25.17%		\$591.13	\$7,684.66

Bundle: Basic License Bundle Quantity: 12 Start: 9/1/2021 End: 8/31/2026 Total: 10800 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	12	\$876.62	2.60%		\$876.62	\$10,519.48
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$23.38	2.60%		\$23.38	\$280.52

Bundle: Pro License Bundle Quantity: 2 Start: 9/1/2021 End: 8/31/2026 Total: 4680 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2	\$2,270.15	2.99%		\$2,270.15	\$4,540.30
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	\$23.28	2.99%		\$23.28	\$139.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/3/2021